



# **HEA Master Agreement**

**Master Agreement  
between the  
Board of Education of the  
School District of the City of Holland  
and the  
Holland Education Association**

**MEA/NEA**

August 16, 2021 - August 13, 2023

(Updated: 7-6-21)

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## **PREAMBLE**

This Agreement is entered into this July 8, 2019 between the School District of the City of Holland, Michigan, represented by the Board of Education, hereinafter called the "District," and the Holland Education Association, hereinafter called the "Association."

## **WITNESSES**

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

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

## **ARTICLE 1: RECOGNITION**

- A. The District hereby recognizes the Holland Education Association as the exclusive bargaining representative as defined by applicable provisions of Act 336, Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965 and subsequent amendments, for all professional, certified personnel employed by the District, as well as school psychologists, but excluding the following: substitutes not under contract, District-designated administrative personnel, area parochial schools' shared-time instructional staff, Great Start Readiness Program (GSRP) staff, school nurses, and all other personnel.

The term "teacher," when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit. When used hereinafter, the term "non-classroom professional" or "NCP" shall refer to those employees whose employment is not regulated by the Michigan Teachers' Tenure Act, as amended, MCL 38.71 et seq, which shall include but may not be limited to bargaining unit employees who are not required to possess a valid Michigan teaching certificate for their assignment or employees who do not possess a valid Michigan teaching certificate.

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

## **ARTICLE 2: DISTRICT RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively

in and be exercised exclusively by the District. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations.
2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer and determine the size of the workforce.
4. Determine the services, supplies, and equipment necessary to continue its operation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health qualifications.
7. Determine overall goals and objectives as well as the policies affecting the educational programs.
8. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
9. Determine the size of the management organization, its functions, authority, amount of supervision, and the table organization.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

### **ARTICLE 3: TEACHER AND ASSOCIATION RIGHTS**

- A. The District agrees to observe all the rights given to the Association pursuant to Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965. This shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws or any other laws and regulations.
- B. The District agrees to provide the Association with any information required by law concerning the District. The District further agrees to provide the HEA President with such reports as are available to the Board at the same time they become public information.
- C. Teachers shall have access to their own personnel files in the presence of the Director of Human Resources or his/her designee. Teachers shall have access to their own personnel files during normal business hours, provided that examination of the files shall not interfere with normal teaching duties. A teacher may give written authorization to a representative to examine the file. A copy of such authorization shall be given to the Administrator and shall become part of the personnel file.
- D. Any teacher shall have the right to accept or reject the assignment of a student teacher. No student teacher will be accepted by the teacher without the permission of the building Principal.
- E. The Board of Education Policies and the HEA Master Agreement shall be made available on the District website at all times.

- F. Upon request of the Association President, fifteen (15) leave days for Association Business shall be granted at District expense. Up to twenty-five (25) additional days shall be granted with the Association paying for the substitutes involved. All requests shall be made in writing. The Association shall attempt to limit the number of Association Business leave days taken by any one (1) teacher to ten (10) per year.
- G. The Association shall indemnify and save the Board harmless against and from any and all liability that may arise out of or by reason of actions taken by the Board to comply with this paragraph, provided that the District does not initiate any such legal action. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the full and actual expense of the Association and the MEA and NEA. The Association shall have the right to negotiate a settlement to any such action.
- H. A telephone in the assigned building shall be available for teacher use provided such use does not interfere with use of telephones for District purposes.
- I. Adequate teaching supplies and materials will be provided within the limitations of school district resources. Requisitions are subject to administrative approval.
- J. Teachers shall be allowed reasonable access outside of regular school hours to their respective buildings for purposes connected with performance of their professional duties. Specific procedures for access shall be issued by the building administrator.
- K. Teachers shall report any allegedly unclean or unsafe building conditions to the building administrator. The administrator shall investigate the situation and develop a written plan with a timetable, in consultation with the teacher and/or an HEA representative, to address the situation. The District and the HEA mutually recognize the potential impact of construction on the teaching day, workstations, room assignments, parking locations, noise, cleanliness, and other potential impacts to the operational day. It is the intended goal to minimize the impact to the teaching day as much as possible while recognizing that certain items may be unavoidable. The District commits to continued and ongoing communication to impacted parties as much in advance as possible to construction timelines with a focus on staff and student safety.
- L. Teachers' lounges shall be available in all buildings. Each year, to the extent space allows without disrupting educational services, the building administrator will designate space for the following professional responsibilities: confidential telephone calls, work space for itinerant staff, and a teachers' lounge. Reasonable efforts will be made to avoid using the lounge for instruction during the regular school day, provided that alternate space is available.
- M. The parties shall not discriminate on the basis of race, creed, religion, color, national origin, age, sex, sexual identity, marital status, disability, height, weight, and/or genetic information.
- N. The Association and its representatives shall have the right to use school facilities and equipment for meetings at reasonable times when such facilities are not otherwise in use. Requests for use shall be made to the building administrator through the District's facility reservation software system. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.

- O. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which bargaining unit members may be assigned. All Association materials so posted will be identified as Association material.
- P. Adequate parking will be provided for staff at all work sites. Students shall not be allowed to park in teachers' designated parking areas.
- Q. The Board and HEA agree to jointly develop and implement strategies to market the district's quality educational programs in order to retain and recruit students and families.

#### **ARTICLE 4: PROFESSIONAL NEGOTIATIONS**

- A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually agree that their representatives will be clothed with all necessary powers and authority to make proposals, and arrive at tentative agreements in the course of negotiations.
- B. It is recognized that no final agreement between the parties may be executed without ratification by the District and the Association membership.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures.
- D. An emergency manager appointed under the local government and school district accountability act may reject, modify, or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

#### **ARTICLE 5: COMMUNICATIONS COMMITTEE**

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

#### **ARTICLE 6: GRIEVANCE PROCEDURE**

- A. DEFINITION

1. A "grievance" is a written claim by a teacher, a group of teachers, or the Association of an alleged violation, misinterpretation, or misapplication of a specific identified provision of this contract.
  2. The grievant is the person, persons, or Association making the claim.
  3. The term "days" shall mean teacher attendance days.
- B. Purpose: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
- C. STRUCTURE
1. A grievance shall be filed on a form which is acceptable to the Association and the District. This form is included in this Agreement as Appendix E
  2. Grievances will normally be filed at Level One, except grievances involving more than one (1) person or building may be filed at Level Two by mutual agreement between the Superintendent and the Association President.
  3. Grievances formally filed at the first level shall contain a designation of the remedy sought in connection with the grievance. Any amendments to proposed relief shall be made no later than Level Three.
- D. TIME LIMITS
1. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be compressed or extended, in writing, by mutual consent.
  2. If a teacher does not file a written grievance within twenty (20) teacher attendance days after the act or conditions on which the grievance is based occurred, then the grievance shall be considered waived.
  3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be the same as declining the right to appeal through this grievance procedure.
  4. Failure by the administration to respond within the time limits shall cause the grievance to be advanced to the next level at the option of the grievant.
- E. PROCEDURES: If a teacher or the Association feels that there is a grievance, the teacher or Association Representative shall first discuss the matter with the principal or other appropriate administrator. The teacher shall have the right to have his/her Association Representative assist him/her in efforts to resolve the problem informally.
1. Level One - School Principal
    - a. If the grievant is not satisfied with the outcome of the informal procedure, he/she may, within twenty (20) days following the act or conditions on which the grievance is based, present his/her claim as a formal grievance to his/her principal or supervisor.
    - b. The principal or supervisor shall, within ten (10) days, render his/her decision in writing to the grievant.



2. Level Two - Superintendent of Schools or Designee
  - a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file his/her written grievance with the Superintendent or Designee within ten (10) days following receipt of the decision at Level One.
  - b. The Superintendent or Designee shall, within ten (10) days after receipt of the referral, meet with the grievant and with a representative of the Association's Grievance Committee for the purpose of resolving the grievance.
  - c. The Superintendent or Designee shall, within ten (10) days after the hearing, render his/her decision in writing to the grievant with a copy to the Association's Grievance Committee Chairperson.
3. Level Three - Board of Education
  - a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance with the Board of Education within ten (10) days following receipt of the Level Two decision.
  - b. A committee of no less than three members of the Board of Education shall, within ten (10) days after receipt of the appeal, meet with the grievant and with the representatives of the Association for the purpose of reviewing the grievance. The meeting shall be public or private, at the option of the grievant, to the extent permitted by law.
  - c. The Board shall, within ten (10) days after such meeting, render its decision in writing to the grievant with a copy to the Association's Grievance Chairperson.
4. Level Four – Arbitration: Individual teachers shall not have the right to process grievances at Level Four. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Level Three above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within twenty (20) days from the date of receipt of the decision following the meeting provided for in Level Three above.

Upon filing with the American Arbitration Association, the HEA and the Board may agree to process the case under the Expedited Labor Arbitration Rules.
5. Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
  - a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b. The arbitrator shall have no power to establish salary scales or change any salary.
  - c. The arbitrator shall have no power to rule on any of the following:
    - i. The termination of services of or failure to re-employ any probationary teacher.
    - ii. The failure to re-employ any teacher to a position on the extra-curricular schedule.
    - iii. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter

subject to the procedures specified in the Teacher Tenure Act (Act IV of Public Acts, extra session, of 1937 of Michigan, as amended).

- iv. Any matter involving the evaluation of a non-classroom professional, unless it is a claim of failure to follow contractually agreed upon procedures.
- d. He/she shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her power shall be limited to deciding whether the District has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
- e. He/she shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability of said dispute, except that either party reserves the right to seek resolution of any dispute of arbitrability in a court of competent jurisdiction before or after arbitration.
- g. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the District.
- h. The fees and expenses of the arbitrator shall be shared equally by the Association and the District.

#### F. Claim For Back Pay

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

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

## ARTICLE 7: TEACHING HOURS AND PUPIL TEACHER RATIO

A. ELEMENTARY DAILY SCHEDULES: Elementary schools will have a student day of 6:26 in length (not including the teacher’s forty minute lunch period). The start times and end times of the elementary schools (Heights, Holland Language Academy, Jefferson and West) will be as follows, based upon the district’s decision with addressing COVID-19:

1. OPTION 1 w/lunch outside the classroom:

Type of Day	Teacher	Student
Full-Day	8:25 – 3:41	8:30 – 3:36
Half-Day	8:25 – 11:40	8:30 - 11:35

2. OPTION 2 with lunch in the classroom.

Type of Day	Teacher	Student
Full-Day	8:25 – 3:41	8:30 – 3:16
Half-Day	8:25 – 11:40	8:30 - 11:35

B. MIDDLE SCHOOL DAILY SCHEDULES: Holland Middle School will utilize a seven period day or block scheduling for students, with teachers teaching six classes. One period will be designated as the teachers’ planning period. The schedule is as follows, based upon the district’s decision with addressing COVID-19:

1. OPTION 1 w/lunch outside the classroom:

Type of Day	Teacher	Student
Full-Day	07:25 – 02:47	07:30 – 02:42
Half-Day	07:25 – 10:40	07:30 – 10:35

2. OPTION 2 w/lunch in the classroom:

Type of Day	Teacher	Student
Full-Day	07:25 – 02:30	07:30 – 02:00
Half-Day	07:25 – 10:54	07:30 – 10:35

C. HIGH SCHOOL DAILY SCHEDULES: Holland High School (grades 9-12), the Holland Early College High School program, and Holland Virtual Tech High School will operate under semester calendar. Holland High School and Holland Early College High School will utilize a six (6) period day with teachers teaching five (5) periods or block scheduling plus the Advisory period, based upon the district’s decision with addressing COVID-19

1. OPTION 1 w/lunch outside the classroom:

Type of Day	Teacher	Student
Full Day (Regular and Advisory)	07:40 – 03:00	07:45 – 02:55
Half-Day	07:40 – 11:20	07:45 – 10:50
Exam Day	07:40 – 03:00	07:45 – 11: 45

2. OPTION 1 w/lunch in the classroom:

Type of Day	Teacher	Student
Full Day (Regular and Advisory)	07:40 – 03:00	07:45 – 02:25
Half-Day	07:40 – 10:55	07:45 – 10:50
Exam Day	07:40 – 03:00	07:45 – 12:00
Last Day of School	07:40 – 03:00	07:45 – 12:15

D. ADDITIONAL SCHEDULE INFORMATION:

- Teachers who work half-time or greater will be provided a duty-free lunch per the schedules provided in Article 7.A.
- Teachers in grades K-5 will receive 200 to 250 minutes of planning time per week based upon at least 45 - 50 minute specialists' classes with a minimum of 20 twenty minute increments.
- Elementary teachers may use the time their classes are receiving instruction or recess coverage from "Specialists" for preparation and planning. When a Specialist is absent and a substitute cannot be obtained, classroom teachers will continue their regular class responsibilities. In such an event, the classroom teacher will be compensated according to Article 26, Section E(1), prorated for the amount of time worked.
- Teachers who are rated minimally effective, ineffective or on an Individualized Development Plan (IDP), at the discretion of the building administrator, may be coached during their planning time and voluntary for others no more than 30% planning time per week.
- When a class is scheduled to be with a Specialist and an assembly or other similar activity is scheduled during the Specialist's time, the Specialist shall be responsible for the class during the Specialist's regularly scheduled time. If the assembly continues before or after the Specialist's time, the classroom teacher will be responsible for the class before and/or after the specialist's regularly scheduled time. Under normal circumstances, which are brought to the attention of the building Principal and the association representative in the building, the principal may assign the classroom teacher to cover the assembly. In that event, the Principal shall endeavor to reschedule the Special class.
- Elementary Specialists shall be provided (during the student day) the same amount of preparation time per week as elementary classroom teachers, in blocks of at least twenty (20) minutes.
- The time period between teacher start and student start shall be teacher preparation time to be used for activities related to the teacher's professional responsibilities. Professional responsibilities may include things such as IEPCs, technology training, voluntary school improvement activities, etc. This time shall not normally be used for regularly scheduled staff meetings, but may be used for voluntary "stand up" special or emergency staff meetings. The time between the student dismissal and teacher dismissal shall be used for activities related to the teacher's professional responsibilities which may include parent contact.

E. DEFINITIONS:

1. Elementary Specialists: May include and not be limited to: teachers of art, vocal music, orchestra, band, physical education, world language, and technology.
2. Special Service Teachers or Non-Classroom Professionals: May include and not be limited to teachers assigned to buildings to deal with special needs that supplement the work of the classroom teacher such as social workers, support teachers (reading consultants, learning disabled consultants, reading specialists, math coaches, literacy coaches), speech pathologists, English as a second language teachers, gifted and talented, resource room teachers and technology integration specialists.

F. GRADE 6-8 TEACHERS: Teachers in grades 6 - 8 shall be assigned to teach six periods during the day and may be assigned to teach content across grade levels. One period during the day shall be assigned for individual planning congruent with the length of time of one regular teaching period. Preparation periods/individual planning during the student day are to be used for activities related to the teacher's professional responsibilities.

1. Teachers in departmentalized classrooms shall have no more than three preps in any given semester without his/her consent, excluding special education self-contained classrooms. Odysseyware in grades 6-12 and advisory in grades 9-12 shall not constitute a prep. The district will provide a curriculum for Advisory classes. Teachers who agree to teach on their planning period will be paid an additional assignment.
2. Teachers in self-contained specialized programs in grades 6 - 8 shall not be restricted to three preps. The number of these classrooms shall not exceed 25% of all middle school classrooms, based upon the number of sections per grade level, excluding any two-way bilingual classrooms.

G. GRADE 9-12 TEACHERS: Teachers in grades 9 - 12 shall be assigned to teach five periods during the day and may be assigned to teach content across grade levels. Teachers shall have:

1. No more than three preps in any given semester without his/her consent, excluding special education self-contained classrooms. Teachers who agree to teach on their planning period will be paid an additional assignment.
2. One period during the day shall be assigned for individual planning congruent with the length of time of one regular teaching period. Preparation periods/individual planning during the student day are to be used for activities related to the teacher's professional responsibilities.
3. The District will assign core classes and non-core classes.
4. When sections are combined, each instructor shall be both certified and qualified for the assignment in question.

H. ALTERNATIVE HIGH SCHOOL: The District retains the right to offer a truly "alternative" high school day which may include start and end times that reflect an early afternoon-evening schedule such as, but not limited to, 12:00-7:00 p.m. Any such position will first be posted internally to current Association members. If the position has not been filled, then the district will post such a position externally. The alternative schedule shall be negotiated with the Association beginning no later than March 1 of the year prior to implementation.

I. TEACHING DAY – MISCELLANEOUS PROVISIONS

1. If modifications of the teaching day outlined above become desirable, the District shall negotiate such modifications with the Association. If there is a change in the transportation policy of the District or a restructuring of schools, the District shall have the authority without negotiations to alter the beginning time and ending time of the school day accordingly up to thirty (30) minutes provided that the in-school time shall not be increased.
2. Teachers (such as preschool special education teachers) whose assigned duties vary from the normal school working hours as outlined above shall have compensatory adjustments made in their working schedule by the appropriate administrators. Counselors may be scheduled to cover the twenty (20) minute period immediately preceding the regular teacher arrival time, the lunch period, or the twenty (20) minute period immediately following the regular teacher dismissal time. Such counselors shall have compensatory adjustments made in their work schedule.
3. Teachers shall not be required to supervise food service programs.
4. While this Agreement provides for the scheduled work day, the District recognizes that each teacher already commits additional time and funds to professional responsibilities normally associated with teaching. This includes but is not limited to phone calls to parents, and being reasonably available to discuss student progress.
5. All other bargaining unit members not otherwise covered under paragraphs A, B and C of this Article, shall have a work day congruent with the teacher work day of their assigned building. The specific starting/ending times shall be set in accordance with program needs and flexible schedules as assigned by their supervisor. Traveling bargaining unit members will end their work day based upon the start/end time of the building that they began.

J. PUPIL/TEACHER RATIO

1. Desirable Class Size – The following class sizes are recognized by the parties as being desirable.

a.	Pre-school, K, 1, and 2	20 to 25 students
b.	Grades 3 and 4	22 to 26 students
c.	Grades 5 through 8	28 or less students
d.	Special Education	Per State Guidelines
e.	High School English classes (except humanities and forensics)	22 to 26 students
f.	Other classes (excluding elective music courses and physical education)	28 or less students
g.	Online instruction, mentor/teacher facilitator:	
	i. pre-school, k, 1, and 2	31 students
	ii. grades 3 and 4	33 students
	iii. grades 6 - 12	35 students
	iv. other classes (excluding elective music and physical education)	35 students

- h. The Board of Education will endeavor in requesting millage, bond issues, hiring staff, and planning further building programs to make a reasonable effort to contain class sizes within the desirable ratios.
- i. When any Pre-K-5 class exceeds the desirable range above, after the 10 day modification period described in Article 7-J, 2e, the classroom teacher shall be paid \$25/day and the specialist \$5 per class per day during all times that the desirable range is exceeded. This paragraph pertains to students who have actually attended class, not the class list.
- j. For teachers in grades 6-12, overload pay will be determined by adding all students in the teacher's classes together and dividing by the number of periods the teacher teaches. If the resulting average is over the limits described in I.1.d. and e. the teacher will receive overload pay as described below:

A general education teacher in grades 6-12 will be paid \$25 per day once they are determined to be teaching over the desirable class size in I.1.d. and e. For each class period where that teacher is assigned to co-teach with an additional teacher there will be a reduction of \$5 from the daily overload rate. Within the first five work days of each semester, a written communication shall be issued to all high school staff stating that overload will be paid if class size exceeds the desirable range after the ten day modification period described in Article 7-J, 2e.

2. Maximum Class Size

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

a.	Pre-school, K, 1, and 2	30 students
b.	Grades 3 and 8	32 students
c.	Special Education	Per State Guidelines
d.	Other classes (excluding elective music courses and physical education)	32 students

- 3. Under no event will the number of students assigned exceed the work stations available nor the safe limits of the facility.
  - 4. When any class exceeds the maximum listed above, the District shall, within ten (10) school days, reduce the number of students below the maximum.
  - 5. The District and the Association recognize that the integration of Special Education (SE) and English Language (EL) students into general education classrooms provides students with better educational experiences. We also recognize that SE and EL students may need additional support and accommodations in the classroom. As such, these factors will be taken into consideration when placing students.
1. The association and the district may form a written agreement that deviates from sections 1-3, not to exceed one (1) year. This agreement shall not be precedent setting or establish past practice.

2. Special Education Overload: A Pre-K through five student with an IEP will be counted toward the overload pay determination if they are scheduled for inclusion within a general education classroom as follows:
  - a. one (1) student FTE for more than 160 minutes a day.
  - b. one-half (0.5) FTE for 50 to 159 minutes a day.

## **ARTICLE 8: VACANCIES AND TRANSFERS**

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

- A. TRANSFER or CHANGE OF ASSIGNMENT: Teachers who desire a transfer or change of assignment shall make their desires known on the annual questionnaire which will be distributed from the Director of Human Resources March 1, including any restrictions on the type of assignment. This questionnaire closes on March 31. Teachers desiring a change in assignment to a vacancy are to respond via on-line application to vacancies posted on the District's web-site prior to the deadline.
- B. VACANCY: A "vacancy" is defined as a bargaining unit position to which no person is assigned and includes positions open due to:
  1. Retirement
  2. Resignation
  3. Death
  4. Transfer
  5. Discharge
  6. Layoff (where a position remains in existence)
  7. Leave of absence of a known duration of one (1) semester or more (temporary vacancy, as noted below)
  8. Leave of absence of an unknown duration which extends for ninety (90) days or more (temporary vacancy, as noted below)
  9. Newly created position
- C. TEMPORARY VACANCY: A "temporary vacancy" is an opening where a teacher is on a leave of absence of a known duration of one (1) semester or more, and an opening where a teacher is on a leave of absence of unknown duration which extends for ninety (90) days or more.
  1. Bargaining unit members on leave of absence for less than one (1) school year have a right to return, notwithstanding any contrary provisions of Article 9 of this Agreement.
  2. Bargaining unit members on illness/disability leave for up to and including one (1) year shall have a right to return.
  3. A permanent vacancy is any vacancy which is not a temporary vacancy.



D. A reassignment of classes within a secondary building which alters less than half of a teacher's schedule does not constitute a vacancy.

E. FILLING OF TEMPORARY VACANCIES

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

F. FILLING OF PERMANENT VACANCIES

1. Whenever any permanent vacancy in the unit occurs, the District shall publicize the same by posting the vacancy on the District web-site for at least five (5) days before filling such vacancy. If the vacancy occurs more than fifteen business days prior to the first student day, the posting will remain for five days. If the vacancy occurs fifteen business days or less before the first student day the position may be filled by the District at any time during or after the posting. Copies of such notice shall be emailed to the HEA President and Chief Negotiator at the time of the posting. The vacancy will be posted on the District's website. Bargaining unit members who wish to apply are required to do so via the on-line application system.
2. There will be no written posted notifications of vacancies besides the notices on the website. Electronic notification of HEA postings will be sent to all HPS employees.
3. District has the right to place new teachers on the salary schedule subject to column placement in Appendix C.
4. The District shall provide an interview for all bargaining unit members' staff who have applied by the deadline for a posted permanent vacancy unless the vacancy occurs fifteen days or less prior to the first student day.
5. Permanent vacancies for NCP staff shall be filled with qualified personnel according to paragraphs G.1 and G.2. The District declares its intention to give full consideration to present NCP staff members who have indicated a desire for change of assignment according to Paragraph A of this section. In filling such vacancies, the District shall first consider the professional background and attainments of presently employed staff members, including the staff member's length of continuous service in the bargaining unit. All internal applicants will be promptly notified in writing as soon as the position is filled.
6. The parties recognize that NCP on layoff with recall rights under Article 16 of this Agreement have priority ahead of all other applicants, and that the terms of Article 16 must be satisfied before a position is otherwise filled.
7. When a permanent NCP vacancy occurs during the school year, the administration shall have the option to temporarily fill the position with a substitute until the conclusion of the school year at which time it will be posted and filled as a permanent vacancy by the beginning of the

next school year. If a permanent vacancy occurs outside of the school year, that vacancy will be posted and filled before the beginning of the next school year.

- G. INVOLUNTARY TRANSFERS: When a NCP is to be involuntarily transferred, the Director of Human Resources shall give the NCP advance written notice of the transfer, including written reasons for said change. The NCP may request a conference with the Director of Human Resources to discuss the issue.

## **ARTICLE 9: LEAVE OF ABSENCE**

### **A. SICK LEAVE**

Every full time teacher/NCP shall be granted, for the first full fiscal year of employment, fifteen (15) days of sick leave with pay and ten (10) days for each succeeding full year subject to the limitations provided hereinafter.

1. Sick leave is earned and credited at the rate of ten (10) days per year accumulative to one hundred (100) days. Previously accumulated leave plus ten (10) days shall be credited at the beginning of each school year for all full time teaching personnel. Equitable adjustments will be made for part time personnel.
2. Sick leave may be used for absence from duty because of personal illness, injury, or disability. Up to ten (10) days per year may be used for illness or injury in the immediate family. Additional days may be granted by the Superintendent in extreme situations. Immediate family is defined as spouse, children, parents, and members of the immediate household with whom one has an association equivalent to family ties.
3. If it is believed by the District, or its agents, that any teacher/NCP has abused any portion of the leave policy, the District may require a teacher/NCP to submit to a physical or mental examination by a physician mutually acceptable to the District and the teacher/NCP to determine whether sick leave is warranted. Such requested examinations will be at the District's expense. If the belief is well-founded, the District will charge the teacher/NCP one day's salary for each day absent. Abuse of leaves will be grounds for disciplinary action including loss of pay, suspension and/or dismissal.
4. Sick Leave shall not be used for routine doctor and dental appointments unless they cannot be scheduled after normal work hours/days.
5. Worker's Compensation. When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Workers Compensation Act, the teacher/NCP shall receive the difference between his/her salary and that amount received through Worker's Compensation until the teacher's/NCP's accumulated sick leave is exhausted. Such difference in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation. (For example: If Workers Compensation pays 60% of the full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day used.)
6. When an employee suffers an injury at work that requires medical treatment, the Employer may require the employee to seek treatment from the physician(s) or facility(ies) designated by the District, except in those emergency situations where the nature of the injury warrants treatment at a regional trauma or burn center or an emergency room. Beginning ten (10)

days after the onset of medical treatment, the employee shall have the right to choose his/her own physician, provided, however, that this shall not limit the District's right under law to require the employee to be examined by the District's physician(s).

7. Compensation for unused sick days. Upon resignation or retirement from the district, employees covered by this contract, with at least 10 years in the district, shall be paid the following stipends into a 403 (b) plan account between September 1 and September 30 according to the table below:

Years of Service	Number of Sick Days Accumulated	Compensation
10-20 years	51-75	\$50 per day for day 51-75
10-20 years	76-100	\$75 per day for day 76-100
Over 20 years	51-75	\$75 per day for day 51-75
Over 20 years	76-100	\$100 per day for day 76-100

Employees with HPS that have 10-20 years and 51-75 days in their personal sick leave account will receive \$50.00 per day for days 51-75. Those with 76-100 days will receive \$75.00 per day for days 76-100. Those employees with over 20 years with HPS and 51-75 days in their personal sick leave account will receive \$75.00 per day for days 51-75 and 76-100 days will receive \$100 per day for days 76-100. Employees with less than 10 years in the district shall not be compensated for their sick days.

**B. EMERGENCY LEAVE**

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

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

- D. EXTENDED LEAVE: A leave of absence of up to two (2) school years, as defined by a particular school calendar, may be granted to tenure teachers, provided the teacher states his/her intention to return to the school system, for the following reasons and guidelines:
1. Exchange teaching programs, foreign or military teaching programs in other countries, to join the peace corps, study at an accredited college or university, or for purposes of career exploration upon approval of the Superintendent.
    - a. The request and renewal for such leave must be made in writing to the Superintendent by April 1 of the preceding school year.
    - b. Teachers who return from leave will be assigned to a vacant position consistent with his/her certification and qualifications, if available.
    - c. A teacher on educational leave shall carry an academic load of seven (7) or more semester hours (or term equivalent) for enrollment in a graduate program or twelve (12) or more semester hours (or term equivalent) for enrollment in an undergraduate program of study.
  2. Military leave upon the approval of the Director of Human Resources.
    - a. The request for such leave must be made in writing to the Director of Human Resources by April 1 of the preceding school year. Annual verification of military orders shall be provided to the employer by April 1.
    - b. Teachers who return from leave will be assigned to a position consistent with his/her certification and qualification.
    - c. Military leave length will align with state and federal law.

These leaves are granted subject to the following:

1. A teacher on leave who teaches full-time during his/her absence shall be placed at the same position on the salary schedule as he/she would have had he/she taught in the District during that period. A teacher who does not teach or teaches less than full time during this leave shall not be given any credit for steps on the salary scale during the time of his/her leave.
  2. Any teacher on leave of absence shall neither accumulate nor draw sick leave nor participate in District-granted fringe benefits until again reemployed by the District.
  3. A teacher returning from an extended leave will be ineligible for another extended leave during the next five (5) years.
  4. A teacher on extended leave must reaffirm his/her intention to return by writing to the Director of Human Resources prior to April 1, preceding the year of his/her return. Failure to do so will sever any employment responsibilities the District may have with that person.
- E. DISABILITY: A person who is disabled and unable to work who has exhausted his/her sick leave will be placed on an unpaid disability leave upon application. The teacher will return to work when his/her doctor determines he/she is able to return. If absent on a disability leave for more than one (1) school year, the teacher must give sixty (60) days' notice of return and will return at the beginning of a semester. A teacher who is disabled for more than one (1) year shall annually provide evidence that he/she remains currently disabled but that there is a reasonable likelihood that the teacher will be able to return to work in the future. The District reserves the right to have the teacher examined by a physician of its choice and at the District's expense. The District also reserves the right to discontinue the employment of any teacher where there is not a reasonable likelihood that the teacher will return to work in the future.

- F. CHILD CARE LEAVE: Child care leaves will be granted for a period up to one (1) school year, by the Director of Human Resources, subject to the following conditions:
1. Requests for such leave must be made in writing to the Director of Human Resources at least forty-five (45) days prior to the beginning of such leave.
  2. Any teacher on such leave shall neither accumulate nor draw sick leave nor participate in District paid fringe benefits until again employed by the District.
  3. Upon returning from such leave staff will be assigned to a vacant position consistent with his/her certification and qualifications, if available and shall not be given any credit for steps on the salary scale during the time of his/her leave.
  4. The termination of child care leave shall coincide with the beginning of a semester.
  5. Where a child care leave is taken for an adopted child, it is recognized that the starting date of the leave may be dependent on the availability of the child. In such cases, the leave request shall include the anticipated date and the teacher shall keep the administration apprised of any changes and the actual date when known.

G. FAMILY AND MEDICAL LEAVE:

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

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

2. To be eligible for a FMLA Leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave.
3. A FMLA Leave may be taken on an intermittent or reduced schedule when medically necessary, according to the provisions of Section 102 (b) of the FMLA.
4. Paid sick leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA Leave.

5. During the period of FMLA Leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA.
  6. Limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply.
  7. All FMLA Leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.
- H. ACCUMULATED LEAVE: All accumulated leave time shall terminate upon severance of employment. However, if alleged contract or discipline violations which prompted severance prove to be unwarranted, all accumulated leave due said teacher shall be reinstated.
- I. PERSONAL LEAVE: Each teacher shall have the right to three (3) Personal Leave days with pay per year.

No paid Personal Leave days shall be granted for school days immediately before and after holidays and vacations. Requests for personal leave days must be made **through the district's determined electronic system** at least **ten (10) calendar days** prior to the leave day, except in case of emergency. A maximum of **fifteen (15)** of personal leave days may be granted on any given day district-wide. **Of the fifteen (15) days no more than ten (10) of these requests may require a substitute. Determination of the need for a substitute shall be determined by the employee's direct supervisor.** Unused leave days will be credited to a teacher's sick leave accumulation.

- J. JURY DUTY: A teacher who serves on a jury will be released from teaching duties for the time served. Teachers who serve on juries shall be paid at the per diem rate minus jury duty pay.
- K. SICK LEAVE BANK: The Board shall establish a Sick Leave bank.
1. The bank shall consist of voluntary teacher contributions.
  2. Teacher contributions are to be made in September of each year during the life of this contract. A list of Sick Day donations is due to the Director of Human Resources prior to October 7.
  3. The total number of Sick Days available for use in a school year will be capped at 250. The Bank may accumulate days in excess of 250. Unused donated days will roll over into subsequent school years.
  4. Applying teachers must:
    - a. Exhaust their sick leave.
    - b. Have been absent for five (5) days without pay.
    - c. Submit a written application to the Sick Leave Bank Committee of two (2) representatives appointed by the Board and two (2) teachers appointed by the HEA.
    - d. Obtain written approval from the Sick Leave Bank Committee.
  5. The Board reserves the right to request the applying teacher to submit to a medical examination.

6. Sick leave bank shall be available only until a teacher is eligible for long term disability regardless of whether or not they have applied or been approved for LTD benefits.
7. Ten (10) Sick Leave Bank days may be provided to eligible members (those who have exhausted their own Sick Leave) for immediate family members in situations which are verified by medical documentation to be life-threatening. Examples of life threatening situations would include but are not limited to cancer, serious heart or brain conditions. Conditions that would not be considered life threatening would include childhood illnesses such as measles, mumps, chicken pox, or broken bones. Immediate family is defined as spouse, children, parent, and members of the immediate household with whom one has an association equivalent to family ties. The requesting teacher will submit medical documentation of the immediate family member's condition and need for care to the Sick Bank Committee and must obtain approval as outlined above.
8. All contributions shall be deducted from the donors' accumulated Sick Leave.

## **ARTICLE 10: QUALIFICATIONS AND ASSIGNMENTS**

- A. The District and all bargaining unit members shall comply with state certification laws.
- B. CREDIT FOR TEACHING AND RELATED EXPERIENCE
  1. A teacher, upon being employed by the District, may at the District's approval, be placed on the salary schedule on the basis of one (1) year of credit for each year of teaching experience in a public school, a state-approved private school, institutions of higher education, or a governmentally-sponsored teaching program such as Peace Corps, U.S. Overseas Schools, or Indian Affairs. It is understood that the experience credit limitations in this section shall only apply to those bargaining unit members hired after June 1, 1989.
  2. Former HEA members who have left an HEA position at a step higher than Step 10 and are subsequently rehired by the District to an HEA position will be placed on the salary schedule at the step which is immediately subsequent to the step the employee was on when they left the HEA. No credit for years of service outside the HEA will be given. Previous experience will have no effect on determining the new employee's new seniority date.
- C. ASSIGNMENTS
  1. The inclusion of any extra duty assignment on the pay scale of this contract merely enumerates the compensation for the assignment if it is made by the District. Specifically, this contract does not include any obligation on the part of the District to make such assignments. Acceptance of such assignments is voluntary. However, it shall be the Association's responsibility to assist the District when no applications for extra duty assignments are received.
  2. Notification of tentative assignments for teachers shall be made by July 1 preceding each school year. Teachers will be notified of changes in their tentative assignments at the earliest possible time. Teachers are to leave their summer address with the personnel office.
- D. PHYSICAL/MENTAL EXAMINATION: When there is a reason to question the physical and/or mental health of a teacher, the District may require the teacher to submit to a physical and/or mental examination by a physician mutually acceptable to the District and the teacher. Such

requested examinations will be at the District's expense. Examination results may be used to determine grounds for suspension or termination of employment.

- E. NCLB (ESEA) REQUIREMENTS: The Human Resources Office shall continue to review and approve teacher portfolios. If the portfolio is not approved, reasons shall be described in writing to the teacher and the Association. If the teacher is not satisfied with the reasons, s/he shall explain in writing to the District and the Association why s/he believes the District erred in applying NCLB/MDE standards.
- F. HIGHLY QUALIFIED: By March 1 of each year, it is the responsibility of each teacher to properly and timely fill out any forms the District may require, and submit to the District verification of any tests or courses passed which are relevant to his/her "highly qualified" status.
  - 1. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under NCLB do so. In achieving that goal, teachers shall become "highly qualified" based on the "highly qualified" model or models selected by the District (that includes the high objective uniform state standards of evaluation (HOUSSE) process) from among those approved by both the United States Department of Education and the Michigan Department of Education.
  - 2. If any actions required by the Board or District under NCLB result in a duty to bargain under the Public Employment Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow a reasonable opportunity for bargaining prior to the deadlines specified in the NCLB.
- G. For the purposes of this Section, reference to "NCLB" shall include the state companion legislation together with all applicable regulations promulgated under either the federal or state statutes.
- H. NULLIFICATION: Any teacher who nullifies a certificate or endorsement subsequent to receipt of tentative notice of assignment is not eligible for the first vacancy and may not be eligible for reassignment.
- I. ESEA AMENDMENTS: If the ESEA is amended, the parties shall negotiate the impact of the amendments. If the ESEA is repealed, all provisions herein applicable to it shall expire.

## **ARTICLE 11: CONTINUOUS SCHOOL IMPROVEMENT & PROFESSIONAL DEVELOPMENT**

- A. DCIT: The District Continuous Improvement Team (DCIT) will be formed to identify, study, address, and make recommendations to the District in the areas of instructional practices, curriculum, assessment practices, and professional staff development. Additional tasks may be set at the discretion of the District.
- B. DCIT MEMBERSHIP: The DCIT will consist of building level leadership including administration and building school improvement chairs.
- C. BUILDING SCHOOL IMPROVEMENT CHAIRS/TEAMS: School Improvement Chairs shall be selected by the building principal with the consent of the selected teacher. The remaining building School Improvement Team members shall be elected by the certified staff in each building. The responsibility for conducting building elections rests with the School Improvement Chair. Elections are to be held within two weeks of the receipt of assignment



letters. The composition of the School Improvement Teams are identified in Appendix D. The results shall be submitted to the Superintendent and/or his/her designee for approval. Should a representative not be able to fulfill his/her responsibility during the course of the year, the District will appoint a representative with mutual agreement from the HEA President. The District reserves the right to leave these positions vacant when it believes conditions warrant this decision.

School Improvement Team Members will meet up to two hours per month during August through May (schedule may be flexed based on building needs). The first SIT meeting date will be established by the Principal and the SIT will establish the remaining schedule of dates for the year at their first meeting.

- D. COMPENSATION: Building School Improvement Chairs will be compensated according to Appendix D. Compensation shall only be made upon fulfillment of the following conditions (where applicable):
1. Attendance at DCIT meetings (Up to 4 after school meetings, and up to 12 additional meetings during the day with released time provided).
  2. Completion of Building School Improvement Plans in collaboration with Building Administration.
  3. Completion of Building Annual Reports in collaboration with Building Administration.
  4. Completion of state mandated reports such as Education YES! in collaboration with Building Administration.
  5. District leadership and participation in curriculum review, study, recommendation, adoption, implementation, assessment, and staff development facilitation.
- E. Functions:
1. The DCIT will be co-chaired by two elected members (one administrator and one teacher). The DCIT may be facilitated by a District representative.
  2. The DCIT shall serve in an advisory or consultant capacity to the administration and the Board, and shall make written recommendations to the administration and the Board prior to adopting and/or changing textbooks and curriculum, provided the recommendations are made within a reasonable period of time prior to the administration taking action. However, the Board may act with or without recommendation from the DCIT.
  3. The DCIT shall formulate and establish rules for conducting business.
  4. Minutes of each DCIT meeting shall be recorded and made available to the administration and the Association President upon request. Agendas/Minutes shall also be posted electronically on the District web page.
  5. The DCIT shall meet regularly during the academic year on days scheduled by the Superintendent or his/her designee. Up to four (4) such meetings may be conducted during after-school hours. Additional meetings may be conducted during after-school hours, but attendance at these shall be voluntary. Additional meetings will be held during the school day, with release time provided. The meeting schedule for the year will be provided to participants at the first meeting of the academic year.

6. The co-chairs shall have the right to jointly nominate at-large representatives from the teaching faculty for appointment to the DCIT during specific program review/study. These representatives shall be approved by the Superintendent or his/her designee and be paid to attend after school meetings at the hourly rate of the BA Base salary multiplied by .00082.
- F. HIGH SCHOOL DEPARTMENT CHAIR POSITIONS: The high school department chair positions are defined under Appendix D. Payment for compensation shall only be made upon fulfillment of the following conditions (where applicable).
1. Attendance at School Improvement Team meetings called by the high school Principal.
  2. Leading of monthly department staff meetings with objectives as determined by the School Improvement Team.
  3. Submission of minutes to the high school Principal
  4. Submission of departmental annual reports to the high school Principal
- G. PROFESSIONAL STAFF DEVELOPMENT: The Board will provide a sum of \$10,000 each year for professional development for teachers whose specialty areas or assignments are not likely to be provided professional development from any other source such as grants or mandates related to school improvement goals. The intention of these funds is to support the District's efforts to improve student achievement through increasing staff effectiveness. Teachers and other HEA staff members may make an application in writing using the Professional Staff Development Application Form (Appendix G of this document). Each Application is subject to the approval of the building Principal, and the District administration. Decisions regarding approval or disapproval are not subject to grievance. At the end of a school-year the balance of the unused funds shall be rolled forward and added to the next year's amount available. Only the funds remaining from the immediately preceding one year's allocation of \$10,000 will be rolled forward. The total available in any one year will never exceed \$20,000. The previous year's funds rolled forward will be used first in order to maximize the potential funds available in a year.

## **ARTICLE 12: PAYROLL DEDUCTIONS**

- A. PAYROLL DEDUCTION AUTHORIZATION: Upon written authorization from the teacher, the District shall deduct from the salary of that teacher and make appropriate properly authorized remittance for any tax-sheltered annuity program on the District's list of approved vendors, approved charities, and other fringe benefits as negotiated.
- B. NUMBER OF PAYS: The annual contractual salary shall be paid in periodic increments according to the district established pay dates. The established pay dates will be either bi-weekly or semi-monthly. If the district chooses the semi-monthly pay schedule, the district will have an initial conversation with the HEA regarding the implementation process.
- C. FRINGE BENEFIT ALTERNATIVES: Selection of fringe benefit alternatives must be authorized by the teacher, in writing, on forms provided no later than the Friday preceding the second pay.
- D. CHANGES in AUTHORIZATIONS: Deduction authorizations and insurance alternatives shall not be changed during the school year, except (1) where new or additional deduction is requested to meet new loan obligations; or (2) insurance coverage is to be modified as a result of the teacher's changed family status. Changes in annuity programs may be made during the months

of September through May of each year. However, no such deductions will be made in May for annuity programs not previously in existence in the District during that school year.

- E. LONG TERM CARE: The District shall provide the payroll deduction services needed to enable a bargaining unit member to participate at his/her sole expense in the MEA Financial Services Long Term Care program.
- F. VOLUNTARY MEMBERSHIP DUES: Each bargaining unit member may join the Association and pay union dues or decline to pay union dues.

### **ARTICLE 13: PROFESSIONAL CONDUCT & DISCIPLINARY PROCEDURES**

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

No Non-Classroom Professionals (NCP) shall be suspended, discharged, demoted, reprimanded, or reduced in rank or compensation without reasonable and just cause. This paragraph shall not apply to non-renewal of probationary teacher contracts and shall not be applied or construed in such a manner as to violate PERA section 15(3)(M).

- B. The District and the Association recognize a mutual responsibility for promoting professional conduct and encouraging quality in the education process that reflects favorably upon the teaching profession and the Holland School District. Breaches of professional conduct are subject to disciplinary procedure. Breaches include, but are not limited to, abuse of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of District rules, regulations, and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement.
- C. Disciplinary action of NCP staff shall be defined as any written warning, written reprimand, suspension, discharge, and/or reduction in compensation.
- D. Documentation of verbal warnings issued to NCP Staff shall be written on the form provided as Appendix H. These warnings shall be placed in a "Verbal Warning" file within the Human Resources Office. Said file will not be part of the "Personnel File". Verbal Warnings may be considered by the District in subsequent discipline and may serve as evidence in any related hearing process. Verbal Warnings, even if placed in the District's Verbal Warning File are subject to the FOIA.
- E. Written warnings or reprimands of NCP staff will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter must contain clear and unambiguous language, as appropriate, such as "You are hereby warned or reprimanded". The letter will be delivered only after a meeting has been held at which the NCP staff member had an opportunity to be heard. The NCP staff member is entitled to have his/her Association Representative present to assist him/her at this meeting.

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

- F. Complaints: Teachers And Non-Classroom Professionals

1. Any complaint about a teacher or NCP that is to be placed in the Personnel file shall be put in writing, with the names of the complainant(s), date, and details of the complaint. The teacher/NCP shall be given a copy of any such complaint when it is put in the file. The District shall ask any complainant(s) to meet with the teacher/NCP, to provide the teacher/NCP and the complainants with the opportunity to try to resolve the issue.
  2. The District shall investigate the complaint to determine its accuracy before placing it in the teacher's/NCP's Personnel file or taking any other action. If the complaint is untrue or inaccurate, it will be expunged from all District files and no further action will be taken by the District. (This paragraph shall not apply to complaints by District administrators.)
  3. The teacher/NCP shall have the right to attach a written response to any complaint, and this written response will be attached to all copies of the complaint.
  4. If the provisions contained in this paragraph are not followed, the complaint may not be used in any disciplinary action against the NCP, and will not be included in any District files.
  5. The District may withhold the name(s) of the complainants from the teacher/NCP in extreme or unusual circumstances, or if compelled otherwise by law. Subject to 15(3)(M) of PERA, the Association may grieve the reasonableness of withholding the complainant's name in any given situation.
- G. DISCIPLINE OF NCP: Subject to 15(3)(M) of PERA, it is agreed and understood that, under normal circumstances, the following progressive system of discipline shall be followed in disciplining NCP staff :
1. Discussion of the problem between the NCP and appropriate administrator.
  2. Verbal warning by appropriate administrator.
  3. Written warning by appropriate administrator.
  4. Written reprimand by appropriate administrator.
  5. Suspension with or without pay.
  6. Dismissal.
- H. In the event of serious violations, the District may impose any penalty up to and including discharge as is reasonable under the circumstances without going through the progressive steps set forth above. The Association may grieve the reasonableness of any penalty issued to any NCP staff in any given situation.
- I. Any NCP who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such responses shall be placed in the NCP's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.
- J. EMPLOYEE ASSISTANCE PLAN:
1. The District and Association recognize that alcohol or drug abuse by employees may create performance problems. The District and the Association are likewise concerned with addressing the employment-related health consequences to employees resulting from alcohol or substance abuse problems.

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

The District and Association encourage bargaining unit members to access appropriate professional services for addressing drug and alcohol abuse problems. In connection with the operation of its Employee Assistance Program, the District shall maintain a listing of local counseling and rehabilitation resources. In formulating these materials, the District shall also include similar programs or resources identified by the Association.

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

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

A. REQUIRED SUMMER TRAINING:

1. The District may require an individual or group of teachers to attend up to three (3) days of training each summer. These days shall not exceed eight (8) hours of training per day. Teachers shall be paid \$25 per hour for these training sessions.

2. The District shall announce the dates of required summer training by March 1. The required training announcement shall include the dates, times and teachers required to attend. The teachers required to attend shall be based on the current assignment of the teacher unless a change in assignment is known by March 1.
  3. Teachers shall indicate in writing which date(s) they intend to attend by April 1.
  4. All required training shall be offered on at least two (2) separate dates during the summer that are at least three (3) weeks apart.
  5. If a teacher's assignment changes for the following year and the teacher can attend the training, the teacher shall be paid for the training.
  6. The District shall provide a reasonable time for lunch or provide lunch at no cost to the teacher.
  7. Teachers who miss these training sessions, for extenuating circumstances, may be required to attend similar training prior to the school year or during the school year before or after school with no additional compensation. Teachers who miss any training dates pursuant to Article 9 A, B, C, D or F shall be compensated at \$25 per hour when they make-up the missed training during the school year outside of the regular school day.
  8. Teachers who work in more specialized programs may be required to attend additional professional development, beyond the three (3) days above. Teachers will be paid a rate of \$25 per hour for the time they actually attend the training. If the training is held at a location more than 125 miles away, at least one night's accommodations will be paid by the District for teachers attending. Mileage and meals will also be reimbursed at the District's current rate.
- B. Teachers are required to attend parent-teacher conferences and one (1) open house and up to three (3) events per school year, which will be communicated to staff a minimum of thirty (30) calendar days prior to the event. Any elementary teacher who marches in the Tulip Time Kinder Parade may count this as two (2) of his/her three (3) events. Except when required above, teachers are encouraged but not required to attend activities outside the school day.

If a member has a conflict with any required events, he/she will have a conversation with their building administrator to resolve the issue.

Administrators may request staff to attend additional events beyond the three (3) required events to ensure building representation. When requested, and upon pre-approval, staff shall be compensated at a rate of \$25 per hour. Each building will be given an annual budgetary allotment for this purpose.

- C. Employees receiving moving violations or parking tickets while using school vehicles shall be responsible for payment of the associated fine and, if not paid, the amount shall be deducted from their paychecks.

## **ARTICLE 14: TEACHER & ASSOCIATION RESPONSIBILITIES**

- A. Teachers shall be at their workstation for the days contracted except as otherwise permitted by this Agreement. Any unexcused absence will result in an entry to that effect in the teacher's

personnel file, with notice thereof to the teacher, and may be cause for disciplinary action up to and including dismissal.

- B. CSI AND STAFF MEETINGS: All HEA staff members shall attend required Continuous School Improvement Meetings as defined by below and in accordance with full-time, part-time, and job sharing status.
1. The District will publish the Continuous School Improvement meeting schedule prior to the teachers' first day of work. Each year's CSI meeting schedule will remain unchanged unless amendments are mutually agreed to by the parties.
  2. Building level CSI and/or staff meetings shall be after school, unless a consensus is reached by staff to schedule them prior to school. These meetings shall start within twenty (20) minutes after the end of the teacher work day or end twenty (20) prior to the start of the teacher work day. All staff members will sign in and sign out. Failure to attend could result in discipline per Article 13 of this Agreement.
  3. The focus and content of the meetings shall be established by District and building administration. Appropriate minutes, documentation protocol, and resultant work products shall be turned in to the building administrator upon request.
  4. CSI and STAFF meetings will be scheduled as shown in Appendix A and B. to include:
    - a. CSI: four 210 minute which will occur on student half-days, two 390 minute on non-student days, and one 270 minute CSI which will be combined with a ninety (90) minute staff meeting.
      - i. CSI meetings that are missed due to school cancellation will be conducted in a remote format where staff shall attend remotely.
    - b. STAFF MEETINGS: Five 60 minute teacher/staff meetings

## **ARTICLE 15: EVALUATION**

- A. The parties recognize that the purpose of evaluation is to maintain a high quality of job performance and instruction in the Holland Public Schools and to assist employees in improving their effectiveness.
- B. The District Evaluation procedures for classroom teachers are found in Board Policy.
- C. In order to comply with Section 164h of the School Aid Act, the parties agree to the following:
- Probationary Teachers – If a probationary teacher is rated ineffective on his/her annual evaluation, he/she shall not receive a step for the following year. After the following year, unless that probationary teacher achieves an ineffective evaluation rating, he/she shall be restored to the placement on the salary schedule where he/she would otherwise have been placed but for the loss of the salary due to effectiveness rating.
1. Tenured teachers – If a tenured teacher is rated ineffective on his/her annual evaluation for two consecutive years, he/she shall not receive a step for the following year. If that teacher's next evaluation is minimally effective, effective, or highly effective, he/she shall be restored to the placement on the salary schedule where he/she would otherwise have been placed but for the loss of the salary due to effectiveness rating.

2. The parties agree that the District's evaluation procedures shall be followed in determining compliance as outlined in the Holland Public Schools Teacher Evaluation Handbook.

The parties further agree this provision will be removed if the law is found unenforceable by the courts or repealed by the legislature.

## **ARTICLE 16: NCP EVALUATION**

- A. District Evaluation procedures for non-classroom professionals include, but not limited to: Guidance counselors, librarians, library media personnel, school social workers, coordinator of bilingual education, cooperative education coordinators, physical therapists, occupational therapists, support teachers (including Title 1 elementary reading teachers), speech and language pathologist, nurses, and psychologists.
- B. Evaluations of non-classroom professionals shall be conducted by their immediate supervisor.
- C. Administrators who have the responsibility to evaluate shall be trained on the NCP evaluation system identified in the Master Agreement. This shall not require the District to retain training for the administrator at times other than when normal training opportunities are scheduled. Training can be conducted by a Holland Public School employee(s). If a new administrator or administrator who has recently assumed evaluation responsibility has not yet received training, he/she may evaluate under the supervision of a trained administrator for up to but no longer than one (1) school year. In addition, only certified administrators or administrators who were issued an administrator's certificate prior to the state's discontinuation of said certificate or non-certified administrators who have earned both a teaching certificate and a master's degree or higher in a field of education shall be permitted to evaluate NCPs.
- D. The evaluations of NCP shall be completed using evaluation rubrics as listed below:
  1. Counselors: Michigan School Counselor Performance Evaluation Tool
  2. School Psychologists, Social Workers, School Occupational Therapists, Speech and Language: Rubric developed a committee of representatives from this group based on national standards no later than August 1, 2021.
- E. All NCP's should have a position description which clearly describes their authority, key functions, and responsibility. The position description should include the following components: the position title and a brief position definition; policy responsibilities; key functions; authority and responsibility related to the functions. In addition to their key functions, NCP's will be expected to perform various activities such as those noted under Additional Data.
- F. At the beginning of the evaluation process a meeting (process conference) will be held between the evaluator and the NCP. The two major purposes of this meeting are: (a) to reach an understanding about authority and responsibility for all key functions addressed in the position description, and (b) to reach a general understanding of the evaluation process and timeline. In the event that the job description is not current, it will be updated at that time. The entire process should help to develop general agreement about each person's perception of the position and its relationship to the total organization.
- G. A summative conference shall be held, no later than June 1, at which time suggestions for improvement and a draft copy of the summative evaluation shall be provided to the NCP.



Within ten (10) days following the summative conference, a copy of the Summative Evaluation Form shall be provided to and signed by the NCP. A copy of the Summative Evaluation Form shall be retained by the evaluator, and another copy shall be placed in the NCP's Personnel file in the Human Resources Office.

- H. Any NCP evaluation that results in a less than effective rating will require a mid-year evaluation the following school year. A plan of assistance may also be developed in consultation with the evaluator and NCP.
- I. If a NCP feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to all copies of the evaluation report. NCP are required to submit their objections within fifteen (15) school days.
- J. If requested by the NCP, an Association Representative may participate at any evaluation conference to assist the NCP in clarifying the issues raised in the conference. The Association Representative shall conduct him/herself in a professional manner consistent with the intended collegial nature of the evaluation conference.
- K. Each NCP shall sign each observation document upon the completion of the post-observation conference to indicate that the observation has been reviewed by the NCP and the evaluator(s).
- L. A NCP shall not be formally observed by more than one (1) administrator on any given day.
- M. Each NCP observation cycle shall be based on, but not be limited to, at least thirty (30) minutes of observation time.
- N. NCP who are rated highly effective for three consecutive years shall have the formal evaluation process waived for one year.
  - 1. Should concerns for a NCP performance develop while during the waived year the principal/supervisor may place the NCP on the formal observation and evaluation process after notifying the NCP of the concerns in writing.

O. Timelines:

Process Conference	Within thirty (30) days of the start of school.
Observation Cycle(s):	Occurs throughout the school-year.
Mid-Year Review, if applicable	By February 1
Summative Conference	By June 1

**ARTICLE 16: REDUCTION OF PERSONNEL**

- A. The District and the Association recognize the possibility that the financial condition of the schools at a given time could necessitate a curtailment of programs on the part of the District, including a reduction of personnel. The parties also recognize that such determinations are within the exclusive discretion of the District. In the event of a general cutback or reduction of personnel through layoff from employment, the following procedure, based upon program needs, will be utilized by the District or its designated representatives:

1. NCP shall be laid off in inverse order of seniority provided that the staff remaining, due to any such layoff, shall be qualified (which could include non-teaching certificate, see 5.b. below) to fill the remaining positions.
2. Seniority shall be defined as the length of continuous service in the bargaining unit. Periods of time spent on leaves of absence shall not constitute a break in continuous service, and seniority shall accrue during such periods. For purposes of this Article only, service at less than the full teaching load shall count as if the service was at the full teaching load.
  - a. In the event of ties in seniority, as defined above, position on the seniority list shall be determined by using the last four (4) digits of the respective social security numbers. The lower number shall receive the lower position on the seniority list.
  - b. Not later than November 1 each year, the Board shall prepare a seniority list and deliver the same to the HEA President. In the event that HEA disputes the accuracy of said list, it will notify the Board of any alleged errors, in writing, by December 1.
3. DEFINITIONS
  - a. Certification: Possessing a provisional, permanent, continuing, or professional education certificate appropriate to the teaching level.
  - b. NCP Staff: With respect to bargaining unit positions not requiring teaching certification (social worker, physical therapist, occupational therapist), the term "certification" shall include written approvals, permits, licenses and/or certificates issued and required by the State of Michigan, or any position specifications issued by the federal or state government for receipt of grant funding for a particular program.
  - c. Qualifications: Possessing a major or minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in the academic area to meet accrediting agency standards (for those grades which are accredited).
- B. NCP shall be recalled by seniority, provided they are qualified (which could include non-teaching certificate) for the available positions. The NCP will have ten (10) days after notification of an offer of reemployment to indicate his/her desire to accept or reject. Notice of recall shall be by certified mail to the NCP's last known address. It shall be the responsibility of the NCP to keep the District informed of his/her current address.
- C. If a NCP is laid off, he/she shall have the right to accept or reject recall to a position consisting of less hours than the NCP was assigned at the time of his/her layoff without affecting his/her right to any future recall to any full time position(s) or positions consisting of the same number of hours the NCP was assigned at the time of his/her layoff. A laid off NCP shall also have the right to reject a recall if he/she is under contract to another Michigan public school district at the time of recall for the period of the recall. This shall not affect his/her rights to any future recalls.
- D. Before official action on a reduction of NCP is taken by the District, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board. As soon as the names of the NCP to be laid off are known, a list of such names shall be given to the Association.

- E. The individual contract executed between each NCP and the District is subject to the terms and conditions of this provision. It is intended that this provision takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this provision.
- F. Except in the event of an emergency, all NCP to be laid off shall be given at least sixty (60) days written notice. It shall be the responsibility of the NCP to keep the District informed of his/her current address for purposes of receiving such notice. The HEA President will also be forwarded a copy of the layoff notice.
- G. Unemployment Compensation Repayment. NCP staff who are notified of layoff and are subsequently recalled on or before the beginning of the school semester immediately following notice of layoff, shall return 50% of any unemployment compensation received, and such reimbursement shall be deducted from the teaching staff members' or the NCP's salary throughout the school year in nearly equal amounts.

### **ARTICLE 17: CALENDAR**

- A. The school calendars are set forth in Appendix A and B of this contract and are hereby incorporated.
- B. The school calendar shall have 182 teacher days and 178 student attendance days.
- C. Tulip Time: When school days are scheduled as half student instructional days because of Tulip Time events these days shall be full teacher work days. Walking in the parade, as part of a job responsibility, will be considered work time for staff, otherwise staff are required to report to work during and fulfill their normal work day or request personal leave for this time. When any events in which staff normally participate (such as a parade) are cancelled for any reason these day(s) shall become full instructional days for students and staff.
- D. Parent Teacher Conferences shall not exceed nine (9) hours in the fall, and nine (9) hours in the spring, except as provided in G (below) for K-12.
- E. Teachers in grades K-5 having 28 or more students shall be compensated for Parent Teacher Conferences at the hourly rate specified in Article 26, Section B, not to exceed  $\frac{1}{3}$  hour (20 minutes) pay for each additional conference beyond 27.

### **ARTICLE 18: EXCLUSION OF TENURE IN POSITION**

- A. The provisions of this Article shall apply to all bargaining unit members who are eligible for tenure under the Michigan Teachers' Tenure Act (MCLA 38.71 et. seq.; MSA 15.1971 et. seq.).
- B. A bargaining unit member assigned to a position other than as a classroom teacher, within the meaning of the Teachers' Tenure Act, MCLA 38.71 et. seq., shall not be deemed to have tenure in such a non-classroom position by virtue of this contract or any individual contract. Such tenure is hereby specifically denied and excluded. However, the bargaining unit member shall be eligible for continuing tenure as an active classroom teacher in accordance with the provisions of the Teachers' Tenure Act.

### **ARTICLE 19: PROBATION & CONTINUING STATUS FOR NON-CERTIFIED PERSONNEL (NCP)**

- A. The provisions of this Article shall apply to all bargaining unit members who are not eligible for tenure under the Michigan Teachers' Tenure Act (MCLA 38.71 et. seq.; MSA 15.1971 et. seq.).
- B. A bargaining unit member may, upon initial employment with the District commencing with the 05-06 school year, be required to serve a probationary period not to exceed five (5) calendar years of active service from his/her anniversary date of employment. If a newly hired member achieved and retained non-probationary status with a prior Michigan public school district, the probationary period shall not exceed two (2) calendar years. If an employee works a partial school year (defined as 90 days or more in an academic year), such periods shall be aggregated for purposes of computing the probationary period if the District has a reasonable opportunity to evaluate their performance in accordance with Article 15.
- C. At least sixty (60) days before conclusion of the probationary period described in paragraph B above, the District shall determine whether the NCP employee's performance is satisfactory or unsatisfactory, and shall notify the employee in writing. The determination of unsatisfactory performance shall be based on the employee's formal evaluation. If the District determines the employee's performance to be unsatisfactory (i.e. less than Effective), it shall provide the employee with the specific reasons for the determination.
- D. If the District determines that the probationary employee's performance is unsatisfactory (less than Effective) in accordance with the above paragraphs, the employee's contract shall not be renewed.
- E. For purposes of non-renewal, the employee shall be considered "probationary" under the terms of this Agreement.
- F. If the District does not determine the employee's performance to be unsatisfactory performance, the employee shall be considered to be on "continuing status." The term "continuing status" shall be equated to the term "tenure" under the terms of this Agreement for bargaining unit members who are not eligible for tenure under the Michigan Teachers' Tenure Act, MCLA 38,71 et. seq.

## **ARTICLE 20: SCHOOL IMPROVEMENT PLAN**

- A. Subject to section 15(6) of PERA as amended, it is hereby agreed by and between the parties that with respect to the responsibility contained in the School Code and/or State School Aid Act, to adopt and implement a three to five year school improvement plan and continuing school improvement process for each school within the school district, which is to include site-based/building-level decision-making, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process, including site-based/building-level decision-making, except by mutual agreement of the undersigned Board of Education and Association, executed in writing.
- B. Subject to section 15(6) of PERA as amended, in the event that any provision(s) of a SIP or application thereof, including a site-based/building-level decision, violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. Any provision(s) of the SIP or applications thereof, including a site-based/building-level

decision, affecting established wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Board of Education and the Association prior to being adopted and/or implemented.

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

## **ARTICLE 21: STUDENT DISCIPLINE & TEACHER PROTECTION**

- A. **SUPPORT BY BOARD:** Teachers complying with District rules and regulations who are acting in the line of duty with respect to maintenance of control and discipline in the classroom and other activities shall be given support and assistance by the District. Continued effort will be made to assure teachers that they can indeed teach with a minimum of disruption and abuse.
- B. **RULES AND REGULATIONS:** The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, teachers and parents at the commencement of each school year.
- C. **ASSAULTS:** Any case of assault upon a teacher arising out of the performance of the teacher's professional responsibilities at school or school-sponsored functions shall be promptly reported to the Board or its designated representative. The Board shall provide the teacher with release time needed for the handling of the incident by law enforcement and judicial authorities.
- D. **LOSS OF PROPERTY:** The District will reimburse teachers up to \$150 per incident for properly documented loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or while performing supervision of students on school-sponsored trips. The reimbursement will not be paid if the loss is covered by insurance or involves the teacher's automobile.
- E. **EXCLUDING STUDENT FROM CLASS:** A teacher may exclude a pupil from one class when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

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

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

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

## **ARTICLE 22: SPECIAL EDUCATION/LEAST RESTRICTIVE ENVIRONMENT/MEDICAL PROCEDURES**

- A. PLACEMENT INFORMATION: Any teacher, who as a result of an IEPC placement, will be providing instruction or other services for a special education student in a special or regular education classroom setting, will be advised of the identity of the special education student and provided with information pertaining to the student's placement available by the special education teacher and education records containing information of legitimate educational interest to the teacher.
- B. IEPC ATTENDANCE: At the elementary level, a teacher who will be providing (or is expected to provide) instructional or other services to a special education student will participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. At the middle and high school levels, one (1) core teacher who will be providing (or is expected to provide) instructional or other services to a special education student will participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. Other middle or high school core teachers will be informed of the IEPC, and upon request of the teacher and approval of the administration, may attend the IEPC. At least one general education teacher knowledgeable about the student, generally the teacher who is or will be providing instructional or other services to a special education student, will participate in the IEPC which may initially place or continue the student's placement.
- C. PROBLEMS: If any teacher to whom a special education student is assigned advises the District, in writing, of a reasonable basis to believe that problems exist in the implementation of the student's current IEPC which negatively impact the student's educational progress and/or impede the learning progress of non-special education students in the same classroom setting, the teacher shall have the right to request a meeting of appropriate staff to discuss the problems and possible solutions or request the convening of another IEPC meeting.
- D. TRAINING: The District will provide in-service and/or other training to teachers regarding the instruction and behavioral management of special education students in regular education classroom settings if requested by the teacher.
- E. MEDICAL PROCEDURES: Where clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheostomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, use of inhalers, injections, including IV medications, or similar procedures, are necessary to maintain a student in the classroom, appropriate training will be provided to the school nurse(s) if requested by the nurse. Teachers will not be required to perform these procedures. Teachers who volunteer to perform such procedures may also request appropriate training.
- F. AIDES ASSIGNED TO SPECIAL EDUCATION STUDENTS: When an aide is assigned to a special education and/or special needs student, and/or to a classroom in which a special education

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

## **ARTICLE 23: TEACHER FILES**

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

2. The name(s) of the requesting parties, and all documents and all communications received by the District related to the FOIA request;
  3. The District will notify the teacher involved, and the teacher may, within five (5) calendar days of notification, review his/her personnel file prior to the release of information.
  4. Upon the teacher's request, copies of all communications and documentation sent to the requesting parties by District administrators or other agents or attorneys.
- F. The District agrees that it will exempt from disclosure all public records it is allowed by law to exempt, and shall release only those records it is compelled by law to disclose.
  - G. The District shall remove all disciplinary information from a NCP's personnel file(s) that is more than five (5) years old.
  - H. Any written documents pertaining to discipline, such as written warnings, reprimands, suspension or discharge, will be entered into the NCP's personnel file no later than October 1<sup>st</sup> of the school year following the school year in which the discipline was issued. For disciplinary actions that occur during the summer vacation period, the District will have six (6) months to place the documentation in the personnel file at the Central Office. No documentation shall be placed in the personnel file later than the above-prescribed times.
  - I. Each teacher shall have only one (1) "personnel file," to be kept in the District's Human Resources Office.
  - J. Each principal shall be permitted to have one (1) "anecdotal" file for each teacher in his/her building. All information contained in the anecdotal file shall either be destroyed at the end of each school year, or sent to the District's central office to be included in the teacher's personnel file. The principal's anecdotal file may also contain duplicate copies of information contained in a teacher's personnel file.
  - K. If any portion of this Article is found to be inconsistent with law, the parties agree that the District shall comply with the law and the parties will meet at their earliest convenience to discuss the provision in question.

## **ARTICLE 24: NEW TEACHER MENTORING & INDUCTION PROGRAM**

- A. PURPOSE OF THE PROGRAM:
  1. The Board and Association recognize and acknowledge the responsibility of the District to develop and implement a mentor teacher program, which will be referred to herein as the Holland Public Schools New Teacher Mentoring and Induction Program (Program).
  2. The Program is designed to be a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance, support and training by skilled and experienced teachers. This support relationship is designed to be collegial in nature with all experiences directed toward the development and refinement of knowledge, skills and dispositions necessary for effective learning.
- B. THE MENTORING-INDUCTION CADRE:
  1. The Program shall be developed, implemented and overseen by a Mentoring-Induction Cadre (Cadre). The Cadre shall be composed of up to four (4) teachers named by the



Association and one (1) administrator named by the District. To the degree possible, the teaching members of the Cadre will contain cross-representation of the teaching staff (i.e. elementary, middle school, high school and specialists). One teacher shall be selected by the members of the Cadre to serve as Chairperson.

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

#### C. MENTOR TEACHERS:

1. Mentor teachers shall be selected by the District, and shall meet the following qualifications:
  - a. Mentors shall have demonstrated excellence in teaching;
  - b. Mentor teachers shall be tenured practitioners;
  - c. Mentor teachers shall, if possible, be in the same subject area, grade level, and building as the assigned new teacher(s);
  - d. Mentors shall have demonstrated a positive attitude toward the profession, the District and its programs;
  - e. Mentors shall have demonstrated excellent human relations and communications skills;
  - f. Mentors shall have knowledge and skill in strategies for teaching adults;
  - g. Mentors shall have demonstrated a commitment to professional development, in order to remain current and maintain a high level of expertise;
  - h. Mentors must be willing to commit the time and effort needed for the mentoring responsibilities.
2. Mentor teacher assignments shall first be offered to qualified members of the bargaining unit. If there are not enough qualified bargaining unit members available to serve as mentor teachers, then retired teachers and/or other non-bargaining unit tenured practitioners may be assigned as mentor teachers.
3. Mentor teachers shall be responsible for providing assistance and support to new teachers. This may include the following areas: psychological, logistical, intercultural, pedagogical and

curricular. A more specific description of the responsibilities of mentor teachers shall be developed by the Cadre and shall be included in the handbooks and application materials.

4. The parties recognize that the success of the Program will rest on confidentiality and a trusting relationship between the mentor and new teacher. Consequently, the mentoring relationship shall be confidential. There shall be absolutely no link between the mentoring process and the evaluation process. In addition, if there is any communication between the principal or other administrator and the mentor teacher about the new teacher, that communication shall only occur with the new teacher present.
5. Each mentor teacher may, upon request, be released from his/her regular teaching responsibilities in order to provide time for the mentor to perform mentoring responsibilities with the new teacher in the classroom setting.
6. Barring unforeseen circumstances, a mentor will stay with the same person for the duration of the three-year mentoring cycle. However, either the mentor or the new teacher may request that the assignment be changed. Any request for reassignment shall be made to the Cadre, which shall evaluate the request and make a recommendation on a case-by-case basis.

#### D. GENERAL PROVISIONS OF THE PROGRAM:

1. Members of the Cadre and/or mentor teachers shall be paid in accordance with Article 26, Section L and M of the Master Agreement.
2. Participation as a member of the Cadre and/or as a mentor teacher is voluntary.
3. Membership on the Cadre and Mentor Teacher shall both be extra-duty assignments. Except as provided herein, the provisions of Appendix C shall apply.
4. This Program shall be reviewed annually by a Mentor Program Review Committee. The Mentor Program Review Committee shall be composed of three Association representatives named by the Association and three District representatives named by the District as well as the Cadre Chairperson and the administrator on the Cadre. This Review Committee shall meet in the spring, and complete its review and recommendations by May 1st of each year. If this Review Committee recommends any changes in the Program that relate to or impact on wages, hours and/or working conditions, these changes shall be submitted to the District and the Association for their approval.
5. Mentors and new teachers shall keep individual logs listing dates, times, and a general description of the program activities engaged in. In addition, mentors and new teachers may be required to keep training logs or other documentation required by the Michigan Department of Education.
6. Mentors and/or new teachers may be required to attend training during the regular school day/year, and any such training shall be without additional pay. In addition, mentors and/or new teachers may be asked to attend training outside of the regular school day/year, and shall be paid at the hourly calculated rate of BA base salary times .00082 per hour for all such training. [NOTE: The three (3) days of orientation that all first year teachers have been required to attend without additional pay shall continue as in the past, and shall not be included in this provision.]

7. The Association's right to name the teacher representatives to the Cadre and/or to the Mentor Program Review Committee shall not negate the District's rights contained in Article 2 and Appendix C, Paragraph B of this Agreement.

## **ARTICLE 25: FRINGE BENEFITS**

- A. The District will provide to all full time bargaining unit members electing medical insurance one of the following benefits:
  1. PAK A: MESSA ABC Plan 1 with \$1,350/\$2,700 Deductible, ABC Rx (the deductible amounts will become \$1,400/\$2,800 in 2020).
  2. PAK C: MESSA ABC Plan 2 with \$2,000/\$4,000 Deductible, ABC Rx
  3. PAK D: MESSA ABC Plan 2 with \$2,000/\$4,000 Deductible, 3-Tier Mail Rx
  4. PAK E: MESSA ABC Plan 2 with \$2,000/\$4,000 Deductible, 10% Co-Insurance, 3-Tier Mail Rx
- B. The employer shall pay the maximum PA 152 "hard cap" amount each year for single, 2-person, or family subscribers towards the total cost of the MESSA PAK A, C, D, or E medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) funding.
- C. The employer will provide 80% of the annual deductible amount annually to each member's HEQ HSA as follows:
  - a. Fifty percent (50%) by January 10,
  - b. twenty-five percent (25%) by March 10 and
  - c. the remaining twenty-five (25%) by July 10.

The remainder, twenty (20%), of the total annual employer cost shall pay the MESSA Pak A annual medical premium.
- D. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. The employee's premium contribution will be payroll deducted per the periodic payroll schedule established through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pretax contributions to employee's HSA accounts administered through Health Equity.
- E. The District shall also provide to all full time bargaining unit members electing medical insurance the following benefits:
  1. The MESSA/Delta Dental Care Plan Auto + with Orthodontic and Adult Rider 008, and Internal and External Coordination of Benefits for the teacher's entire family. This plan shall include sealants and adult orthodontia; \$1500 maximum for Class I, II and III, and an \$1800 maximum for Class IV benefits.
  2. MESSA Term Life Insurance protection with AD&D in the amount of \$45,000 that will be paid to the teacher's designated beneficiary.

3. MESSA LTD Plan 2, which includes payment of 70% of salary after a ninety (90) calendar-day wait (modified fill), with a monthly maximum of \$5,000, pre-existing conditions waiver, freeze on offsets, alcohol/drug and mental/nervous same as any other illness.
4. MESSA Vision Plan VSP-3 Gold for the teacher's entire family.

The employee shall contribute through payroll deduction 15% of the total cost of dental, long-term disability, life insurance, and vision.

- F. Any full time employee may sign a written waiver not to take medical benefits (ABC Plan 1) and still receive the same vision, long-term disability, dental, and life insurance benefits paid by the District. The employee shall contribute through payroll deduction 15% of the total cost of vision, long-term disability, dental and life insurance.

Employees electing to waive medical benefit coverage shall receive five hundred dollars (\$500.00) per month for each month when eligible for medical benefits and those benefits are not provided.

- G. For teachers employed for the full school year, all insurance programs will commence on September 1 of each year and will continue through August 31 of the following year. The medical benefits and HSA plan year coincide with the calendar year.
1. Teachers who begin employment after September 1 of the school year will have premium contributions for fringe benefits made on the first day of the month following their first day of service. They shall have their benefits continued for that portion of the twelve (12) month insurance year which is proportional to their number of days worked in comparison to the number of teacher obligation days contained on the school calendar.
  2. Teachers who are separated from the employment of the District (other than for illness/disability) shall have their benefits continued for that portion of the twelve (12) month insurance year which is proportional to their number of paid days in comparison to the number of teacher obligation days contained on the school calendar.
  3. Teachers who are unable to complete a school year due to illness or disability shall have their benefits continued for ninety calendar days.
- H. Teachers working half time, but less than full- time, shall be entitled to receive the benefits described in Article 25, Section C, subject to the above limitations. Alternatively, the teacher may select the benefits in Article 25 Section B prorated with the District paying that portion of the premium equal to the portion that the teacher's work schedule is to a full work schedule, with the balance paid by payroll deduction and subject to the premium contributions outlined in Section B(6).
- I. Change in family status shall be reported by the employee to the Business Office within thirty (30) days of said change.
- J. To be eligible for the above coverages, employees must be able to satisfy all requirements of the policyholder before benefits are effective.
- K. All teachers are advised that, upon leaving the employment of the District, they have certain legal rights to convert insurance to individual payment of premiums. Persons interested should contact the Human Resources Office upon termination of employment.

- L. If spouses are both members of this bargaining unit, one will select the benefits in Section B and the other shall select the benefits in Section C.
- M. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

## **ARTICLE 26: MISCELLANEOUS PAY SCHEDULE**

- A. SUMMER SCHOOL: Summer School programming will be determined by the District as student needs dictate. The number of hours per day, days per week, and weeks per year will be determined by the District. The following terms and conditions will apply for the summer school sessions:
  - 1. Teachers of summer school shall be paid at the hourly rate of the BA base Salary times .00082.
  - 2. Teachers assigned to computer-based instruction programs or the like, will receive no paid planning time. Teachers assigned to traditional instructional programs will be provided paid planning time equivalent to 14% of their teaching time.
  - 3. Certified and qualified staff will be hired with first preference being given to current members of the HEA.
  - 4. Each teacher will be credited with one Sick Leave day per fourteen (14) summer school instructional days. A day is defined in this instance as the length of the school day taught. Any summer school absence beyond those covered by summer school Sick Leave will be unpaid. Teachers may not utilize their non-summer school Sick Leave for summer school absences. Unused summer school Sick Leave days will accumulate with a teacher's available Sick Leave balance.
  - 5. Summer school positions are for one year only and are non-tenure appointments.
  - 6. All terms of the Master Agreement shall apply to all conditions not specifically covered herein.
- B. PARENT-TEACHER CONFERENCES: K-5 Teachers completing Parent Teacher conferences beyond the time allotted shall be paid at the hourly rate of the BA base salary times .00082.
- C. TRAVEL ALLOWANCE: Allowance for out-of-town travel shall be paid at the maximum IRS rate per mile. Mileage to other cities shall be figured from post office to post office. Itinerant teachers within the District will be paid actual mileage at the maximum IRS rate.
- D. SUMMER CURRICULUM DEVELOPMENT/WORKSHOPS: Teachers who are requested to and who voluntarily work on District curriculum development during the summer, and whose purpose includes, but is not limited to, development of content, objectives, scope or sequence, will be paid at the hourly rate of the BA base salary times .00082.
- E. ADDITIONAL ASSIGNMENTS and PART-TIME ASSIGNMENTS
  - 1. Teachers who are asked to teach all or part of a class when the regular teacher is absent and a substitute teacher is not immediately available will be paid at the hourly rate of 0.001 of the B.A. base salary.

2. Compensation for additional assignments at the secondary level shall be paid at the rate of one-sixth (1/6) of the teacher's salary for each additional assignment.
  3. A secondary teacher (6-12) who teaches less than full-time assignment shall be paid an appropriately prorated portion of a full-time teacher's salary for each class/assignment. It is understood that the compensation shall include an obligation of the teacher to remain on school premises for the appropriately prorated minutes of preparation time for each class/assignment. The amount of time required at the beginning and ending of the school day shall not be prorated and shall remain equal to the time required of a full-time teacher working at the same grade level(s). This time shall be contiguous to their daily assignment.
  4. Teachers who supervise before or after school detention shall be paid at the hourly rate of the BA base salary times .00082. The In-School Suspension (ISS) class shall be treated the same as any other secondary class when the assignment occurs during regular school hours.
- F. SICK LEAVE REIMBURSEMENT: Teachers who have reached maximum sick leave accumulation (100 days) at the conclusion of an academic year may redeem up to ten (10) unused sick leave days, at the rate of \$35.00 per day, for purposes of tuition reimbursement for college work related to their present or future anticipated teaching assignment. It is understood that the teacher who has reached maximum accumulation (100 days) may also redeem any unused sick days from the ten (10) days credited to him/her at the beginning of the school year, so long as the maximum claimed for reimbursement does not exceed ten (10) days. Reimbursement shall not exceed the amount paid by the teacher for such course work during the preceding summer and academic year and must be verified by receipt.
- G. PER DIEM: The per diem salary shall be 1/185<sup>th</sup> of the teacher's CURRENT salary amount.
- H. EXTRA DUTY PRORATION: If a teacher is absent without pay for more than five (5) days during the term of an extra duty assignment, he/she shall receive a reduction in the extra pay amount proportional to the amount of unpaid time missed.
- I. LUNCH SUPERVISION
1. The District may hire non-bargaining unit members for lunch supervisor, at a pay rate determined by the District before offering to any bargaining unit member.
  2. All lunch supervisor positions not filled by a non-bargaining unit member shall be posted annually in separate postings in accordance with Article 8.
  3. Any teacher who supervises High School or Middle School or Elementary lunch shall be paid the hourly rate of the BA base salary times .00076. It is further recognized that lunch supervision by teachers is voluntary.
- J. TEACHER RELOCATION: The parties recognize that it may be necessary to reassign teachers to different classrooms and/or offices as a result of facility construction and renovation. In the event that a teacher is moved from an assigned classroom or office location he/she shall be compensated at the hourly rate of the BA base salary times .00052 for time beyond regular work hours for the purpose of packing, unpacking and setting up their new classroom or office. Teachers shall be compensated up to 18 hours for a move within one building and up to 24 hours for a move to another building, if directed for an involuntary move. In order to be eligible for this compensation, teachers shall review the anticipated time needs with their immediate

supervisor and must obtain prior written approval. Any such packing, unpacking and/or setting up that occurs beyond regular work hours shall be voluntary.

- K. EXTENDED YEAR PAY: Bargaining unit members may, at the discretion of the District, be given the option to work beyond the normal number of contractual days and shall, likewise, be paid their per diem rate for the days beyond their normal contract. An extended work year shall be designated on each teacher's individual contract.
- L. MENTORING-INDUCTION CADRE MEMBERS: Teachers in the Mentoring-induction Cadre (Cadre) shall be paid \$1,995. There shall be no extra pay for the mentoring responsibilities of Cadre members for the first new teacher being mentored. However, if a Cadre member has more than one (1) new teacher to mentor, he/she shall be paid at the mentor rate below for each additional new teacher being mentored. The "experience" factors under Appendix C, paragraph G do not apply to Cadre members.
- M. MENTOR TEACHERS: Mentor teachers shall be paid at the following rate for each new teacher being mentored:
  - \$750: For a first-year teacher
  - \$500: For a second-year teacher
  - \$250: For a third-year teacherThe "experience" factors under Appendix C, Paragraph G do not apply to Mentor teachers.
- N. REIMBURSEMENT FOR CERTIFICATION FEES: The District shall reimburse teachers for the fees assessed by the Michigan Department of Education for **ALL INITIAL AND RENEWAL TEACHING CERTIFICATES**. ~~the initial professional education teaching certificate, and for subsequent renewals (required every five [5] years) of the professional education teaching certificate. This provision does not apply to the application, renewal or reinstatement of continuing, permanent, life or standard certificates.~~ The District shall reimburse NCPs for fees assessed for the renewal of professional licenses, certificates, permits required for the NCP's position not to exceed the amount of \$3,000 total. The specific methods and procedures to allocate this reimbursement shall be determined by the Association. Any unused allocation of this certification reimbursement fund shall be reallocated to the Tuition Reimbursement fund in section O.
- O. TUITION REIMBURSEMENT: The District will provide tuition reimbursement of up to a total of twenty-two thousand dollars (\$22,000) per year (plus any funding unused from section N above). The specific methods and procedures to allocate this reimbursement shall be determined by the Association.

## **ARTICLE 27: NATIONAL BOARD OF PROFESSIONAL TEACHING STANDARDS**

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

- A. The Board will reimburse up to \$1,000 of the initial registration fee. The teacher will exert his or her best efforts to timely apply for all available grants, with reasonable assistance from the Human Resources Office. The Association will make efforts to inform interested teachers and the Board of available grants from MEA, NEA, the State Board of Education, and other sources.

For up to two (2) subsequent years, the Board will provide the teacher, upon request, \$300 for the retake fee in one area each year.

- B. The Board will reimburse the teacher for all reasonable post-registration expenses related to the NBPTS process in accord with Board policies and procedures.
- C. The Board will provide the teacher with up to two (2) days of paid release time, without deduction from the teacher's leave accumulation, for participation at the NBPTS assessment center. Additional release time for participation or preparation may be provided as the teacher and principal/supervisor mutually agree; such additional release time to be deducted from the teacher's personal business days, or as a last resort, sick leave accumulation.
- D. Materials provided for NBPTS assessment on paid time and using Board equipment or materials shall be the property of the Board if the material has applicability beyond the use of the teacher.
- E. Upon successful completion of the NBPTS process, and in recognition of their achievement, teachers who receive NBPTS certification shall receive a \$5,000 stipend. It will be awarded at a public School Board meeting at which the teacher's achievement will be recognized.
- F. The Human Resources Office, the Association, and involved teachers will jointly review this offering and make future recommendations concerning the certification and other possible recognition for successful achievement of NBPTS certification.
- G. NBPTS applications and activities are optional. Teacher may terminate their involvement at any time. If a teacher terminates for reasons other than their own personal medical condition (to be documented by a healthcare professional if requested by the Board), the teacher will reimburse the Board the portion of the initial fee paid by the Board.
- H. The pursuit, receipt, or failure to pursue NBPTS certification shall not be the basis for adverse evaluation, discipline, or transfer. However, it is expressly understood that teachers involved in the NBPTS process are expected to fully perform their normal duties and may be adversely evaluated or disciplined for failure to properly perform their normal professional duties.

## **ARTICLE 28: GLOBE GOLD TEACHING STANDARDS**

- A. Teachers who are assigned to the District's Two-Way Bilingual Immersion program shall be required to attend summer training toward the completion of add.a.lingua's professional development scope and sequence levels 1-5. This training may be delivered on-line or in-person. It may be on-site or at a location out of the District. This training is in addition to any provided during the school year which may be during the day or after school and/or direct coaching provided by add.a.lingua
- B. Teachers have the ability to achieve a certification status of bronze, silver or gold globe standards as defined by add.a.lingua. Teachers who complete add.a.lingua's professional development scope and sequence levels 1-5 and achieve a certification status of bronze, silver or gold globe standard as defined by add.a.lingua shall be compensated in the following manner:

Gold: \$2500

Silver: \$1750



Bronze: \$1000

- C. To maintain the annual receipt of the stipend, the teacher must maintain their status and meet the requirements set forth by add.a.lingua and remain teaching in the Two-Way Bilingual Immersion program.
- D. Should the District's arrangement and agreement with add.a.lingua cease to exist, the District reserves the right to determine whether or not the teacher(s) will receive this additional stipend on an annual basis.
- E. The District agrees to pay for all costs incurred by the teachers for training such as travel, tuition, fees, meals, materials, etc.

### **ARTICLE 29: ACT OF GOD DAYS**

- A. If an emergency and/or act of God necessitates the closing of the Holland Public Schools, teachers will not have to report to their assigned buildings, and will have no loss in pay. Every effort will be made to make such public announcements of school closing by 7:00 a.m.
- B. In the event Act of God days prevent the District from holding the minimum number of student attendance days and/or hours, as defined by the Department of Education, teachers may be required by the District to make up enough student attendance days and/or hours so that the minimum number of days/hours of student instruction will be held. Act of God days will only be made up if the District will lose state funding for failure to make them up or otherwise suffer consequences by state or federal authorities.
- C. If teachers do not work on the original Act of God day(s) being rescheduled, and they were paid for said days, then they will not be paid additional compensation for these make-up days except as provided below.
  - 1. If a teacher works on an Act of God day at the request of the District and also works on the make-up day for that Act of God day, that teacher will be paid at his or her regular per diem rate for both days.
  - 2. If any make-up days do not count as student attendance days and must be rescheduled more than once, teachers will be paid at their per diem rate for all additional days worked beyond the original makeup day(s).

### ARTICLE 30: TERMINATION CLAUSE

This Agreement shall be effective as of August 19, 2021 through August 13, 2023. The terms and conditions of the Agreement shall continue unchanged for the life of the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their Authorized Representatives as of this 14th day of June, 2021.

Holland Education Association:

\_\_\_\_\_  
Anne Wallace, President

\_\_\_\_\_  
Derek Orme, Vice President

\_\_\_\_\_  
Christy Bartone, Chief Negotiator

\_\_\_\_\_  
Stephanie Bleeker, Grievance Chair

\_\_\_\_\_  
Nick Lewin, Negotiations Team

\_\_\_\_\_  
Jon Toppen, Uniserv Director

\_\_\_\_\_

Holland Board of Education:

\_\_\_\_\_  
Phil Meyer, President

\_\_\_\_\_  
Liz Colburn, Vice President

\_\_\_\_\_  
Linda Falstad, Secretary

\_\_\_\_\_  
Diane Ybarra, Treasurer

\_\_\_\_\_  
Mike McKay, Trustee

\_\_\_\_\_  
Tim Marroquin, Trustee

\_\_\_\_\_  
Mark Woltman, Trustee

## APPENDIX A: 2021 - 2022 CALENDAR LIST OF DATES

Updated: 6-17-21

### August

- 23 Staff Continuous School Improvement (CSI) | 270 minutes  
Staff Meeting | 90 minutes  
Open House | 4:00 p.m. - 6:00 p.m.
- 24: First Student Day | FULL Day

### September

- 3-6 No School | Labor Day Break
- 7 School Resumes from Labor Day Break
- 17 **All Students Half-Day** | Staff Continuous School Improvement (CSI): 210 minutes
- 24 Grades 6 - 8 | Progress Reports Due by 4:30 p.m.

### October

- 1 Grades 9-12: Progress Reports Due by 4:30 p.m.
- 4 Staff Meeting – Before or After School: 60 minutes
- 12 **All Students Full School Day** | P-T Conferences: **Grades TK – 5** from 4:15 p.m. – 7:15 p.m.
- 14 **All Students Full School Day** | P-T Conferences: **Grades 6 – 12** from 3:30 p.m. – 6:30 p.m.
- 19 **All Students Full School Day** | P-T Conferences: **Grades 6 – 12** from 4:30 p.m. – 7:30 p.m.
- 20 **All Students Full School Day** | P-T Conferences: **Grades TK – 5** from 4:15 p.m. – 7:15 p.m.
- 21 **All Students Half School Day**
  - P-T Conferences: **Grades TK – 5** from 12:30 p.m. – 3:30 p.m.
  - P-T Conferences: **Grades 6 – 12** from 12:30 p.m. – 3:30 p.m.
- 21 6 – 8 | Report Cards Due by 4:30 p.m.
- 21 Grades 6-8 | First Marking Period Ends
- 22 NO SCHOOL for Students and Staff

### November

- 12 NO SCHOOL **TK-12 Students** | Continuous School Improvement (CSI) for Staff: 390 minutes
- 19 Grades 6-12: Progress Reports Due by 4:30 p.m.
- 19 TK-5 | First Marking Period Ends | Report Cards Due by 4:30 p.m.
- 24-26 No School - Thanksgiving Break
- 29 Classes/School Resumes

### December

- 6 Staff Meeting – Before or After School: 60 minutes
- 15-17 Grades 9-12 | Exams
- 17 HALF DAY for ALL Students | Teacher Full Day
- 17 Grades 6 -12 | End of First Semester/Second Marking Period Ends
- 20 Grades 6-12 | Report Cards Due by 4:30 p.m.
- 20-31 No School - Holiday Break

### January

- 3 Classes/School Resumes
- 3 Second Semester Begins
- 14 HALF DAY for ALL Students | Teacher Full PD Day
- 17 NO SCHOOL for ALL Students | Teacher Work Day - Site Non-Specific

## February

- 7 Staff Meeting – Before or After School: 60 minutes
- 16 **All Students Full School Day** | P-T Conferences: **Grades TK – 5** from 4:15 p.m. – 7:15 p.m.
- 22 **All Students Full School Day** | P-T Conferences: **Grades TK – 5** from 4:15 p.m. – 7:15 p.m.
- 24 **Grades TK-5 Students Half School Day** | P-T Conferences **TK – 5** from 12:30 p.m. – 3:30 p.m.
- 24 Grades 6-12 | Progress Reports Due by 4:30 p.m.
- 25-28 NO SCHOOL for Students and Staff | Mid-Winter Break

## March

- 1 Classes/School Resumes
- 3 **All Students Full School Day** | P-T Conferences: **Grades 6 – 12** from 4:30 p.m. – 7:30 p.m.
- 8 **All Students Full School Day** | P-T Conferences: **Grades 6 – 12** from 3:30 p.m. – 6:30 p.m.
- 10 **6-12 Students Half School Day** | P-T Conferences **Grades 6 – 12** from 12:30 – 3:30 p.m.
- 10 TK-5 | Second Marking Period Ends | Report Cards Due by 4:30 p.m.
- 11 HALF-Day **TK-12 Students** | Staff Continuous School Improvement (CSI): 210 minutes
- 28 Staff Meeting – Before or After School: 60 minutes
- 31 Grades 6-8 | Third Marking Period Ends | Report Cards Due at 4:30 p.m.
- 31 Grades 9-12 | Progress Reports Due by 4:30 p.m.

## April

- 1-8 NO SCHOOL for Students and Staff: Spring Break
- 11 Classes/School Resumes
- 22 NO SCHOOL **TK-12 Students** | Continuous School Improvement (CSI) for Staff: 390 minutes

## May

- 6 HALF-Day All Students | Staff CSI: 210 minutes
- 11 HALF-DAY All Students | FULL DAY Staff | Tulip Time
- 12 HALF-DAY All Students | FULL DAY Staff | Tulip Time
- 13 Rain Half-Day for Tulip Time
- 14 Grades 6-8: Progress Reports Due by 4:30 p.m.
- 16 Staff Meeting – Before or After School: 60 minutes
- 30 NO SCHOOL for All Students and Staff | Memorial Day
- 31 Classes/School Resumes

## June

- TBD High School Exams
- 6 HALF-Day for ALL Students | Full-Day for Staff
- 7 HALF-Day/LAST-Day for All Students | Full-Day for Staff
- 7 Grades 6-12 | End of Second Semester | Fourth Marking Period
- 7 TK-5 | Third Marking Period Ends | Report Cards Due by 4:30 p.m.
- 9 Grades 6-12: Reports Cards Due by 4:30 p.m.



# APPENDIX B: 2021-2022 CALENDAR

[Calendar LINK](#)

August 2021					S	S 1/2	T
M	T	W	TH	F			
2	3	4	5	6			
9	10	11	12	13			
16	17	18	19	20			
23	24	25	26	27	4		5
30	31				2		2
					8	0	7

  

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

  

October 2021					S	S 1/2	T
M	T	W	TH	F			
				1			1
4	5	6	7	8	5		5
11	12	13	14	15	5		5
18	19	20	21	22	3	1	4
25	26	27	28	29	5		5
					18	1	20

  

November 2021					S	S 1/2	T
M	T	W	TH	F			
1	2	3	4	5	5		5
8	9	10	11	12	4		5
15	16	17	18	19	5		5
22	23	24	25	26	2		2
29	30				2		2
					18	0	18

  

December 2021					S	S 1/2	T
M	T	W	TH	F			
		1	2	3	3		3
6	7	8	9	10	5		5
13	14	15	16	17	4	1	5
20	21	22	23	24	0		0
27	28	29	30	31	0		0
					12	1	13

  

January 2022					S	S 1/2	T
M	T	W	TH	F			
3	4	5	6	7	5		5
10	11	12	13	14	4	1	5
17	18	19	20	21	4		5
24	25	26	27	28	5		5
31					1		1
					18	1	21

  

February 2022					S	S 1/2	T
M	T	W	TH	F			
	1	2	3	4	4		4
7	8	9	10	11	5		5
14	15	16	17	18	5		5
21	22	23	24	25	4		4
28					0		0
					18	0	18

  

March 2022					S	S 1/2	T
M	T	W	TH	F			
	1	2	3	4	4		4
7	8	9	10	11	3	2	5
14	15	16	17	18	5		5
21	22	23	24	25	5		5
28	29	30	31		4		4
					21	2	23

  

April 2022					S	S 1/2	T
M	T	W	TH	F			
				1	0		0
4	5	6	7	8	0		0
11	12	13	14	15	5		5
18	19	20	21	22	4		5
25	26	27	28	29	5		5
					16	0	16

  

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

  

June 2022					S	S 1/2	T
M	T	W	TH	F			
		1	2	3	3		3
6	7	8	9	10	0	2	2
13	14	15	16	17			
20	21	22	23	24			
27	28	29	30		8	2	8

  

July 2022					S	S 1/2	T
M	T	W	TH	F			
				1	0		0
4	5	6	7	8	0		0
11	12	13	14	15	0		0
18	19	20	21	22	0		0
25	26	27	28	29	0		0
					0	0	0

  

First/Last Day with Students	169
PD / C.S.I. STAFF	11
SM: Staff Meetings - 60 Minutes	180
Non-Work Days: No School	182
Tulip Time Festival	
Teacher Work Day	
P.T. Conferences	
H: Half Days for Students	
Open House - 8:23-21: 4-6 p.m.	

## APPENDIX C: SALARY SCHEDULE & COLUMN PLACEMENT

2.5% increase					Revised: 7-6-21				
Base 2021-2022 Salary Schedule <sup>1</sup>									
Pay Step	BA	BA+22	MA	MA+30					
1	\$39,825	\$42,031	\$44,343	\$46,602					
2	\$40,770	\$43,082	\$45,604	\$48,021					
3	\$41,716	\$44,133	\$46,865	\$49,439					
4	\$42,662	\$45,183	\$48,126	\$50,858					
5	\$43,608	\$46,234	\$49,387	\$52,276					
6	\$44,553	\$47,285	\$50,648	\$53,695					
7	\$45,499	\$48,336	\$51,908	\$55,114					
8	\$46,444	\$49,387	\$53,169	\$56,532					
9	\$47,391	\$50,437	\$54,430	\$57,950					
10	\$48,336	\$51,488	\$55,691	\$59,370					
11	\$49,282	\$52,539	\$56,952	\$60,788					
12	\$50,227	\$53,590	\$58,213	\$62,206					
13	\$51,173	\$54,640	\$59,474	\$63,624					
14	\$52,119	\$55,691	\$60,735	\$65,044					
15	\$53,065	\$56,742	\$61,996	\$66,462					
16	\$54,010	\$57,793	\$63,257	\$67,880					
17	\$54,956	\$58,844	\$64,518	\$69,299					
18	\$55,901	\$59,894	\$65,779	\$70,718					
19	\$56,848	\$60,945	\$67,040	\$72,136					
20	\$57,793	\$61,996	\$68,301	\$73,555					
21	\$58,739	\$63,047	\$69,562	\$74,973					
22	\$59,684	\$64,098	\$70,822	\$76,392					
23	\$60,630	\$65,148	\$72,083	\$77,810					
24	\$61,576	\$66,199	\$73,344	\$79,229					
25	\$62,522	\$67,250	\$74,605	\$80,647					
26	\$63,467	\$68,301	\$75,866	\$82,066					
27	\$64,413	\$69,351	\$77,127	\$83,485					
28	\$65,358	\$70,402	\$78,388	\$84,903					
29	\$66,305	\$71,453	\$79,649	\$86,321					
30	\$67,250	\$72,504	\$80,910	\$87,741					

  

2.0% increase					Revised: 7-6-21				
Base 2022-2023 Salary Schedule <sup>1</sup>									
Pay Step	BA	BA+22	MA	MA+30					
1	\$40,622	\$42,872	\$45,230	\$47,534					
2	\$41,585	\$43,944	\$46,516	\$48,981					
3	\$42,550	\$45,016	\$47,802	\$50,428					
4	\$43,515	\$46,087	\$49,089	\$51,875					
5	\$44,480	\$47,159	\$50,375	\$53,322					
6	\$45,444	\$48,231	\$51,661	\$54,769					
7	\$46,409	\$49,303	\$52,946	\$56,216					
8	\$47,373	\$50,375	\$54,232	\$57,663					
9	\$48,339	\$51,446	\$55,519	\$59,109					
10	\$49,303	\$52,518	\$56,805	\$60,557					
11	\$50,268	\$53,590	\$58,091	\$62,004					
12	\$51,232	\$54,662	\$59,377	\$63,450					
13	\$52,196	\$55,733	\$60,663	\$64,896					
14	\$53,161	\$56,805	\$61,950	\$66,345					
15	\$54,126	\$57,877	\$63,236	\$67,791					
16	\$55,090	\$58,949	\$64,522	\$69,238					
17	\$56,055	\$60,021	\$65,808	\$70,685					
18	\$57,019	\$61,092	\$67,095	\$72,132					
19	\$57,985	\$62,164	\$68,381	\$73,579					
20	\$58,949	\$63,236	\$69,667	\$75,026					
21	\$59,914	\$64,308	\$70,953	\$76,472					
22	\$60,878	\$65,380	\$72,238	\$77,920					
23	\$61,843	\$66,451	\$73,525	\$79,366					
24	\$62,808	\$67,523	\$74,811	\$80,814					
25	\$63,772	\$68,595	\$76,097	\$82,260					
26	\$64,736	\$69,667	\$77,383	\$83,707					
27	\$65,701	\$70,738	\$78,670	\$85,155					
28	\$66,665	\$71,810	\$79,956	\$86,601					
29	\$67,631	\$72,882	\$81,242	\$88,047					
30	\$68,595	\$73,954	\$82,528	\$89,496					

- A. To qualify for placement on columns BA through MA+30, the individual must meet one of the criteria listed under each column description.
1. Column BA - Employee possesses a Bachelors of Arts or a Bachelor's of Science degree as a minimum.
  2. Column BA+22 - Employee possesses a Bachelors of Arts or a Bachelor's of Science degree and 22 credit hours of college coursework beyond the granting of their teaching certificate as a minimum
  3. Column MA- Employee possesses a Masters of Arts or Masters of Science degree as a minimum
  4. Column MA+30 - Employee possesses a Masters of Arts or Masters of Science degree and at least 30 graduate level credits beyond a Master's degree as a minimum and these 30 credit hours were obtained after the Master's degree was conferred. **A master's degree that is**

earned concurrently with credits that exceed thirty (30) credits will be counted toward credits toward the plus thirty (30), provided that all such credits are related to the teacher's current or future anticipated teaching assignment, including classes in school administration. For example, placement of MA+ 30 will occur if a master's of social work requires 60 college credits. A master's that requires 45 college credits will be placed on the MA scale until an additional 15 credits have been obtained.

- B. The criteria and restrictions for column advancement shall only apply to course work taken on or after September 1, 1988. For all coursework taken prior to September 1, 1988, the provisions of the 1987-88 contract shall apply with respect to salary column advancement.
- C. One additional credit shall be defined as one (1) semester hour of college coursework or the equivalent of one (1) semester hour in term/quarter hours.



## APPENDIX D: EXTRA DUTY ASSIGNMENTS

- A. Extra duty assignments are non-tenure appointments. Evaluation of performance on these assignments shall be done separately from the regular evaluation process. In the event that members hold multiple extra duty assignments, the following priorities for attendance/participation applies: 1.) Academic/Leadership assignment; 2.) Athletic competition or activity performance; 3.) Activities, practices or rehearsals. Individuals who have multiple extra duty positions will work with supervisor(s) to define attendance.
- B. Qualified members of the regular teaching staff shall be given full consideration for any available extra duty positions. They shall be granted an interview with the Director of Human Resources or his/her designee. If no member of the regular teaching staff elects available positions or, in the Board's opinion there are no qualified regular staff members, then the Board may offer the job to qualified personnel outside the regular teaching staff.
- C. The Director of Human Resources or his/her designee shall issue to each extra duty teacher, upon appointment, a contract indicating the nature of the teacher's assignment, starting date, length of the assignment, and the salary.
- D. Compensation for extra duty assignments shall be made according to the attached schedule. Compensation for all extra pay, extra duty assignments will be calculated for withholding purposes on the basis of a separate payment.
- E. Upon completion of an extra duty assignment, requisition for pay will be submitted by the extra duty teacher to the appropriate administrator who will certify fulfillment of responsibilities. Per diem deductions may be made for absence from duties as determined by the Principal or Athletic Director.
- F. Compensation for extra duty assignments will be incorporated into regular paychecks as miscellaneous income, but the calculation of taxes on said compensation will be calculated separately.
- G. In addition to the percentage of the base pay reflected for each extra duty job on the following schedule, extra duty teachers will receive an increment of two percent (2%) per year for each year of work in the activity up to a maximum of thirteen (13) years. Experience shall accumulate only for years within each sport or activity. Teachers coaching a different sport shall begin at year one on the experience factor. The experience factor dollars of the total stipend will be paid to each individual based on his/her years of experience in that position.
- H. In the event that a single extra duty position in athletics or student activities, that is normally held by one individual, is instead shared by more than one (1) teacher, then the experience factor(s) based upon each individual's years of experience in that position shall be applied to his/her individual share of the stipend, and not to the entire stipend. This paragraph shall not apply to department chairs, as the calculation of experience factors for these extra duty positions will be considered by a study committee (see "I").
- I. An "Extra Duty Study Committee" will be formed and make recommendations to the Association and Administration prior to August 1, 2018. The Study Committee will consist of HEA members and Administrators.
- J. A tool to determine the coaching salary:



3. CRITERION #3: PROGRAMS WITH UNUSUAL SITUATIONS

- a. When the player-to-coach ratio exceeds 30/coach.
- b. Major equipment responsibilities other than the existing facility. Some examples are wrestling mats, blocking sleds, tackling dummies, track hurdles, field event pits.
- c. Extra responsibilities due to the nature of the sport. Some examples are unusual time commitment, program planning and coordination, preparing two teams for competition, and scouting and the interpretation of scouting.

4. CRITERION #4: ASSISTANT COACHES

- a. Assistant Varsity, Assistant JV, and Assistant Freshman Coaches – 70% of the sum of Criterion #1, Criterion #2, and Criterion #3 for the specified position.  
= (Criterion #1 + Criterion #2 + Criterion #3) x .70
- b. Head Junior Varsity and Head Freshman Coaches = 80% of the sum of Criterion #1, Criterion #2, and Criterion #3 for the specified position.  
= (Criterion #1 + Criterion #2 + Criterion #3) x .80
- c. Middle School Assistant = 90% of the Head Middle School Coach of that sport.  
= (Criterion #1 + Criterion #2 + Criterion #3) x .90

5. CRITERION #5: EXPERIENCE FACTOR SCALE

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

<b>HIGH SCHOOL SPORTS</b>	
<b>FALL SPORTS</b>	<b>TOTAL</b>
Varsity Football (Head)	15.000%
Varsity Football (Assistant)	10.500%
Varsity Football (Assistant)	10.500%
Varsity Football (Assistant)	10.500%
JV Football (Head)	11.400%
JV Football (Assistant)	9.975%
9th Grade Football (Head)	11.400%
9th Grade Football (Assistant)	9.975%
Varsity Volleyball (Head)	10.875%
Varsity Volleyball (Assistant)	7.613%
JV Volleyball	7.200%
9th Grade Volleyball	7.200%

Varsity Boys Tennis	8.375%
JV Boys Tennis	5.900%
Varsity Girls Swimming (Head)	12.875%
Varsity Girls Swimming (Assistant)	9.013%
Varsity Girls Diving (Assistant)	8.313%
Varsity Boys Soccer (Head)	9.125%
Varsity Boys Soccer (Assistant)	6.388%
JV Boys Soccer	6.400%
Varsity Boys/Girls Cross Country (Head)	9.875%
Varsity Boys/Girls Cross Country (Assistant)	6.9125%
Varsity Girls Golf	7.375%
JV Girls Golf	5.900%
Varsity Sideline Cheerleading	8.085%
<b>WINTER SPORTS</b>	
Varsity Boys Basketball (Head)	15.500%
Varsity Boys Basketball (Assistant)	10.850%
JV Boys Basketball	11.800%
9th Grade Boys Basketball	11.800%
Varsity Girls Basketball (Head)	15.500%
Varsity Girls Basketball (Assistant)	10.850%
JV Girls Basketball	11.800%
9th Grade Girls Basketball	11.800%
Varsity Wrestling (Head)	12.500%
Varsity Wrestling (Assistant)	8.750%
Varsity Boys Swimming (Head)	14.000%
Varsity Boys Swimming (Assistant)	9.800%
Varsity Boys Diving (Assistant)	9.100%
Varsity Sideline Cheerleading	8.525%
<b>SPRING SPORTS</b>	
Varsity Girls Track & Field (Head)	10.000%
Varsity Boys Track & Field (Head)	10.000%
Varsity Track & Field (Assistant)	7.000%
Varsity Track & Field (Assistant)	7.000%

Varsity Track & Field (Assistant)	7.000%
Varsity Girls Tennis	9.500%
JV Girls Tennis	6.800%
Varsity Girls Soccer (Head)	11.000%
Varsity Girls Soccer (Assistant)	7.700%
JV Girls Soccer	7.900%
Varsity Baseball (Head)	10.000%
Varsity Baseball (Assistant)	7.000%
JV Baseball	7.100%
9th Grade Baseball	7.100%
Varsity Softball (Head)	10.000%
Varsity Softball (Assistant)	7.000%
JV Softball	7.100%
9th Grade Softball	7.100%
Varsity Boys Golf	9.250%
JV Boys Golf	7.400%

<b><i>7th/8th GRADE</i></b>	
<b>FALL SPORTS</b>	
8th Grade Football (Head)	6.875%
7th Grade Football (Head)	6.875%
8th Grade Football (Assistant)	6.188%
8th Grade Football (Assistant)	6.188%
7th Grade Football (Assistant)	6.188%
7th Grade Football (Assistant)	6.188%
7th/8th Grade Cross Country (Head)	6.875%
7th/8th Grade Cross Country (Assistant)	6.188%
8th Grade Girls Volleyball (Red)	5.875%
8th Grade Girls Volleyball (White)	5.875%
7th Grade Girls Volleyball (Red)	5.875%
7th Grade Girls Volleyball (White)	5.875%
8th Grade Boys Soccer	6.875%
7th Grade Boys Soccer	6.875%
7th/8th Grade Girls Tennis	5.875%

<b>EARLY WINTER SPORTS</b>		
7th/8th Grade Girls Swimming (Head)		7.200%
7th/8th Grade Girls Swimming (Assistant)		6.480%
8th Grade Boys Basketball (Red)		6.525%
8th Grade Boys Basketball (White)		6.525%
7th Grade Boys Basketball (Red)		6.525%
7th Grade Boys Basketball (White)		6.525%
<b>LATE WINTER SPORTS</b>		
7th/8th Grade Boys Swimming (Head)		7.525%
7th/8th Grade Boys Swimming (Assistant)		6.773%
7th/8th Grade Wrestling (Head)		6.875%
7th/8th Grade Wrestling (Assistant)		6.188%
8th Grade Girls Basketball (Red)		5.875%
8th Grade Girls Basketball (White)		5.875%
7th Grade Girls Basketball (Red)		5.875%
7th Grade Girls Basketball (White)		5.875%
<b>SPRING SPORTS</b>		
7th/8th Grade Track & Field (Head)		8.175%
7th/8th Grade Track & Field (Assistant)		7.358%
7th/8th Grade Track & Field (Assistant)		7.358%
7th/8th Grade Boys Tennis		8.175%
8th Grade Girls Soccer (Red)		7.175%
8th Grade Girls Soccer (White)		7.175%
7th Grade Girls Soccer (Red)		7.175%
7th Grade Girls Soccer (White)		7.175%

<b>K - 12 ACTIVITIES</b>		
Be Nice (x6 - one each for HHS, HMS and four K-5s)	2.00	each
Girls on the Run (x5 - one each for HMS and four K-5s)	1.50	each
Building School Improvement Chairs (One per building) (Will serve on DCIT, along with building principal.)	9.00	each
PBIS Team Chair (one per building)	7.00	each
PBIS Team Member (four per building)	3.00	each
<b>Inclusion and Equity Alliance Building Chair (one per building) LOA 5-19-22</b>	<b>4.00</b>	<b>each</b>

HIGH SCHOOL ACTIVITIES		
Band Director	13.50	
Assistant Band Director	5.00	
Boomerang	15.00	
Calling All Colors	4.00	
Color Guard	3.25	
Competition Theater Director	13.00	
Competition Theater Assistants (2)	6.00	each
Student Senate Advisors (2)	4.00	each
Student Senate Assistant Advisors (2)	2.00	Each
Graduation Coordinators (2) – Holland High School	4.00	Each
Graduation Coordinator - HVRT	2.00	
Test Coordinator	6.00	
Accommodations Test Coordinator	6.00	
Debate	13.00	
Debate Assistant (x 3)	6.00	each
Department Chairpersons – 10 Total Positions	6.00	each
1 - Math; 2 - Science; 3 - Social Studies; 4 - Communications Arts; 5 - Special Education; 6 - Visual and Performing Arts; 7 - World Languages and English as a Second Language; 8 - Business, Technology, Physical Education and Family Consumer Science; 9 - Guidance Counseling; 10 - Holland Early College) (Will NOT attend DCIT but will serve as HHS SIT members via DAC		
Dutch Dance	8.0	
Dutch Dance Costume Coordinator	3.25	
First Robotics	4.00	
Forensics	8.00	
Forensics Assistant (x 3)	5.50	each
Musical	5.00	
Musical Assistant	3.50	
Musical Technical Assistant	1.50	
National Art Honor Society	1.50	
National History Day	6.00	
National Honor Society	3.00	
Orchestra Director	10.00	
Quiz Bowl	6.00	
Rotary Interact	3.00	
Rocket Club	3.00	
Science Olympiad	4.00	
SLIC	1.50	
Students for Social Justice	1.50	
Senior High Play (up to 2 plays per year)	4.50	
Senior High Play Assistant (x 2) (up to 2 plays per year)	3.15	each

Student Council Advisor	5.00	
Vocal Music Director	10.00	
Youth In Government	1.50	

MIDDLE SCHOOL ACTIVITIES		
Band Director - 8 <sup>th</sup> Grade	3.00	
Band Director - 6 <sup>th</sup> and 7 <sup>th</sup> Grade	3.50	
Calling All Colors	3.00	
FTC Robotics	2.50	
History Fair	3.00	
Geography Bee	1.50	
Math Pentathlon	1.50	
7 <sup>th</sup> and 8 <sup>th</sup> Grade Musical Director	4.50	
7 <sup>th</sup> and 8 <sup>th</sup> Grade Musical Assistant (x2)	3.00	
Orchestra Director - 8 <sup>th</sup> Grade	3.00	
Orchestra Director - 6 <sup>th</sup> and 7 <sup>th</sup> Grades	3.50	
Quiz Bowl	1.50	
Science Fair	1.50	
HMS School Improvement Team Members (2 per grade level)	5.00	
Spelling Bee	1.50	
STEM Showcase	3.00	
Student Council (Middle School- one per grade)	3.00	
8 <sup>th</sup> Vocal Music Director	3.00	
6 <sup>th</sup> and 7 <sup>th</sup> Vocal Music Director	1.75	
Tech Coordinator	3.00	
<b>Middle Testing Coordinator; LOA 11-13-20</b>	<b>6.0</b>	

K-5 ACTIVITIES		
Math Pentathlon (1 per District)	1.50	each
Safety Patrol (x4 - one per K-5)	5.00	each
K - 5 School Improvement Team Members (x5 per bldg.)	5.00	each
Elementary Vocal Music (x2)	3.50	each
<b>K-5 Testing Coordinator - 1 for District; LOA 11-13-20</b>	<b>4.0</b>	



## APPENDIX E: GRIEVANCE FORM

Grievant Number: \_\_\_\_\_

Building: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Assignment: \_\_\_\_\_

### **Level ONE: School Principal**

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A. Date the Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance:

C. Articles of Contract Violated:

D. Relief Sought:

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### ***E. Level ONE Hearing of Grievance:***

Date of Level ONE Hearing: \_\_\_\_\_

Disposition of Principal:  Granted  Denied

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

Position of Grievant and/or Association:

\_\_\_\_\_  
Signature of Grievant/Association

\_\_\_\_\_  
Date

**Level TWO: Superintendent or Designee**

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A. Date Received by Superintendent or Designee: \_\_\_\_\_

**B. Level TWO Hearing of Grievance:**

Date of Level TWO Hearing: \_\_\_\_\_

Disposition of Superintendent/Designee:       Granted       Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant and/or Association:

\_\_\_\_\_  
Signature of Grievant/Association

\_\_\_\_\_  
Date

**C. Disposition of Grievant and/or Union:**

\_\_\_\_\_  
Signature of Grievant and/or Union

\_\_\_\_\_  
Date

**Level THREE: Board of Education**

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A. Date Received by Board of Education: \_\_\_\_\_

**B. Level THREE Hearing of Grievance:**

Date of Level THREE Hearing: \_\_\_\_\_

Disposition of Board of Education:       Granted       Denied

\_\_\_\_\_  
Signature of Board of Education

\_\_\_\_\_  
Date

Position of Grievant and/or Association:

\_\_\_\_\_

\_\_\_\_\_

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Signature of Grievant/Association

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Date

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**Level FOUR: Arbitration**

A. Date Demand for Arbitration Filed:

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B. Arbitration Award:

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## APPENDIX F: CERTIFIED STAFF - PAID AND UNPAID LEAVE REQUEST FORM

Teacher: \_\_\_\_\_ Building: \_\_\_\_\_

Date(s) of Leave Requested: \_\_\_\_\_ Full Day  AM  PM

Please consult Article 9 of the HPS/HEA Master Agreement for details related to allowable Leave. Please remember that if you require a substitute you must enter your absence in AESOP.

### Paid Leave

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- Prescheduled Leave of Absence for **Medical Reasons (Sick Leave)**:
  - Self     Immediate Family - State Relationship: \_\_\_\_\_
- Personal Leave
- Bereavement Leave
  - Extended Family/Friend     Immediate Family - State Relationship: \_\_\_\_\_
- Jury Duty
- Emergency Leave: Attach Explanation
- Sick Leave for **Maternity Related Disability** - Approximate Date Leave will Start: \_\_\_\_\_  
Length of Paid Time Requested per Physician's Orders (typically 6 or 8 weeks): \_\_\_\_\_

### UnPaid Leave

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- Maternity Related  
FMLA allows a total of 12 weeks leave, paid/unpaid per family, including all maternity related absences.
  - Child Care Leave (attach letter explaining request)
  - Extended Leave (attach letter explaining request)
- 
- 

\_\_\_\_\_  
Teacher SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
HR SIGNATURE

\_\_\_\_\_  
Date

AESOP

Payroll

## APPENDIX G: PROFESSIONAL STAFF DEVELOPMENT APPLICATION

Teacher: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Assignment: \_\_\_\_\_ Building: \_\_\_\_\_

Conference (Event Title): \_\_\_\_\_

Date(s) of Conference: \_\_\_\_\_ Registration Due Date: \_\_\_\_\_

Site the specific building/district improvement goal or strategy impacted:

### Cost Estimates:

Please attach all supporting documentation available

Substitute: \$110 per day x _____ days	=		
Date(s) Indicate am, pm or full day:			
Registration: \$ _____	=		Attach Registration
Travel: _____ miles x \$ _____ per mile	=		
Travel Other: \$ _____	=		
Lodging: _____ # of nights x \$ _____ per night	=		
Meals, if NOT included with Conference	=		\$35 per day Maximum
<b>Total Estimate</b>	=		

### Approvals:

Principal:    Approved         NOT Approved        Signature: \_\_\_\_\_

Aesop Coordinator: \_\_\_\_\_

Student Services OR DCIT:    Approved         NOT Approved        Signature: \_\_\_\_\_

Business Office:                 Approved         NOT Approved        Signature: \_\_\_\_\_

### Cost Actual:

To be filled out upon return from the event. Submit original receipts with form.

Substitute: \$110 per day x _____ days	=		
Date(s) Indicate am, pm or full day:			
Registration: \$ _____	=		Attach Registration
Travel: _____ miles x \$ _____ per mile	=		
Travel Other: \$ _____	=		
Lodging: _____ # of nights x \$ _____ per night	=		
Meals, if NOT included with Conference	=		\$35 per day Maximum
<b>Total ACTUAL Cost</b>	=		

\*If not funded through the District Continuous Improvement Team (DCIT) Please provide an account number

**RETAIN A COPY FOR YOUR RECORDS**

## APPENDIX H: DOCUMENTATION OF VERBAL WARNING FOR NCP STAFF

To (Employee Name): \_\_\_\_\_

From (Supervisor Name): \_\_\_\_\_ Date: \_\_\_\_\_

Subject: Documentation for Verbal Warning

In accordance with the Holland Public Schools Progressive Disciplinary Action Procedures for NCPs, this correspondence will serve as documentation for a verbal warning regarding (List the incident)

(Describe incident, include date, time, and specific location)

The effects of this above referenced incident resulted in (List the effect of the incident):

In order to avoid further disciplinary action, the following steps should be followed: (List performance or behavioral expectations, instructions for adherence to policy or steps that must be taken to correct the problem.)

Further disciplinary action may be taken for continued offenses of this or any similar nature conduct. HPS reserves the right to deviate from the above guidelines in accordance with article 13 paragraph F of the HEA Master Agreement.

### EMPLOYEE ACKNOWLEDGMENT

Employee Comments (May be provided as an attachment to this document):

I understand that my signature does not necessarily indicate agreement. I acknowledge by my signature that I have read this document and have discussed its contents with my supervisor.

\_\_\_\_\_  
Employee SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor SIGNATURE

\_\_\_\_\_  
Date

cc: HEA Verbal Warning Documentation File

## APPENDIX I: NON-CLASSROOM PROFESSIONAL (NCP) ACTION PLAN

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**Work Goal** - General statement of purpose reflecting long range expectations

**Objectives** - Specific statements of intent which are subject to assessment within a given time frame

**Activities** - Those activities necessary to reach each objective

**Resources Needed** - Resources needed to carry out the activities

**Evaluation Criteria** - Those criteria which can be used to determine how well the objectives have been met

**Monitoring Process** - The reporting and feedback process which will be used to discuss progress made toward achieving the goals and objectives)

\_\_\_\_\_  
Evaluator SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
NCP SIGNATURE

\_\_\_\_\_  
Date

**Comments:**

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Observer SIGNATURE

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Date

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NCP SIGNATURE

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Date

\*The NCP signature does not necessarily indicate agreement – rather, that the observation conference has been held on the date indicated. It is further understood that the NCP has the right to attach a letter of personal comment to this form.

- I disagree with the evaluation
- I plan to file a written rebuttal



## APPENDIX J: NCP SUMMATIVE EVALUATION FORM

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

### Action Plan Goals

	Goals	Success Indicators	and/or	Improvement Needed
1.				
2.				
3.				

For each goal one or both of the sections must be addressed. The summative statements should be based on the interim evaluation reports.

## APPENDIX K: NCP REQUIRED IMPROVEMENT PLAN

Employee: \_\_\_\_\_ Building: \_\_\_\_\_

Administrative Supervisor: \_\_\_\_\_

Position: \_\_\_\_\_ Date Plan was Prepared: \_\_\_\_\_

1. Describe the activity to be improved:

2. Give the reasons why the improvement is required:

3. Give the specific steps to be taken to correct behavior:

4. Describe the assistance available from the administrator and/or other resource:

5. Give the date by which improvement must be shown: \_\_\_\_\_

6. Give criteria for determining adequate progress

7. Give final evaluation

\*The employee's signature does not necessarily indicate agreement – rather, that a conference has been held on the date indicated

\_\_\_\_\_  
Observer SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
NCP SIGNATURE

\_\_\_\_\_  
Date

