

Master Agreement

between the

Ingham Clinton Education Association

and the

Board of Education

of the

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Holt Public Schools

July 1, 2004 – June 30, 2008

HOLT EA MASTER AGREEMENT 2004-2008

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

ARTICLE I: Purpose and Intent

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

ARTICLE II: Recognition

- A. The Board hereby recognizes the Ingham Clinton Education Association, MEA-NEA as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all certificated personnel or professional personnel employed by the Holt Public Schools, whether on contract or on a per diem, hourly or a class rate basis including school nurses and long-term substitutes employed in the same position for the same bargaining unit member for a period of at least 150 days, but excluding all other substitutes, adult education personnel, supervisory and executive personnel, office-clerical personnel, and maintenance and operating employees.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the bargaining unit as above defined.
- C. The term "Board" shall include its officers and agents.
- D. All references in this Agreement to masculine gender shall include the feminine gender and vice versa.

ARTICLE III: Board Rights and Responsibilities

- A. The Board, on it own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; to reduce the number of bargaining unit members employed; and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of bargaining unit members and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by and subject to the specific and express terms of this Agreement.

ARTICLE IV: Association Rights and Responsibilities

- A. The Association, on its own and its individual members' behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States.
- B. The Association shall have the right to use school building facilities for business purposes as follows:
1. After school hours when a custodian is on regular duty and at times which do not interfere with regularly scheduled school activities.
 2. Authorization shall be requested through the building principal prior to use when the utilization is before 3:30 p.m. After that hour, authorization shall be in accordance with Policy A1300 (Community Use of School Facilities and Equipment).
 3. Miscellaneous:
 - a. The use of school mail boxes for official Association business.
 - b. A bulletin board in the staff room for Association use.
 - c. Requests for use of other school equipment shall be made through the building principal in advance of the utilization in accordance with Policy A1300 (Community Use of School Facilities and Equipment).

- C. Duly authorized representatives of the Michigan Education Association or the National Education Association may have access to school facilities during normal school hours. In all cases of such visits, said representatives will report to the school office to announce their presence. Their activity shall not interfere with the instructional program.
- D. All regularly scheduled meetings of the Association shall be held after school on Mondays. The Association shall notify the Board of scheduled meetings and of the bargaining unit members who will be involved. It is understood that while Mondays are thus reserved for Association meetings, that other meetings may be held on Mondays which do not involve bargaining unit members scheduled for Association meetings. Emergency situations take precedence over any other Board or Association meetings regardless of when scheduled.
- E. Association announcements will be permitted after building faculty meetings are completed.
- F. The Board will furnish to the Association any available public information pertinent to collective bargaining concerning the financial resources of the District, purposes, allocations and other public information which will assist the Association in developing accurate and constructive programs on the behalf of the bargaining unit. The Association may make reports and recommendations to the Board regarding such matters if the Association wishes to do so. Public information which is necessary for the Association to process grievances will be made available. One copy shall be furnished. Original records shall be examined only in the Board office.

ARTICLE V: Teacher Rights and Responsibilities

- A. Bargaining unit members shall have access to their personnel files which are located in the Human Resources Office. Such access shall be in accordance with state law. Said access shall be in the presence of the Assistant Superintendent for Human Resources or his/her designee. A person of the bargaining unit member's choosing may be present, if requested. Written acknowledgment of the review shall follow each inspection.
- B. Complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention at the earliest possible time, but within five (5) working days, in writing, if a permanent record is made of such complaint.
- C. Bargaining unit members may request the presence of an Association Representative when being reprimanded, warned, disciplined or involved in a disciplinary investigation subject to the provisions of section D of this Article.
- D. Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members without the presence of an Association Representative. The Association recognizes the need for a building principal to carry out responsibilities related to Board policy, the terms of the Master Agreement and for the exercise of good judgment by bargaining unit members. These functions of the principal are entirely separate from the bargaining unit member evaluation procedure thus, the building principal confers with bargaining unit members. Such contacts including commending, praising, questioning, suggesting, directing, reminding and correcting shall be termed casual and will not include the presence of an Association Representative.

1. If any verbal communication is intended by the administrator to be an oral reprimand which will be the basis for further disciplinary action, or if a written reprimand is to be issued in connection with the verbal communication, this intent shall be expressly stated as such, and the bargaining unit member shall be given a reasonable opportunity to request the presence of an Association Representative as an observer. No written reprimands shall be issued without verbal communication regarding the incident prior to or at the time of issuing the reprimand.
 2. The bargaining unit member will be provided with a copy of the written reprimand signed by the administrator issuing it before same is placed in the bargaining unit member's personnel file. The bargaining unit member may submit any written statement, signed by the bargaining unit member, which s/he wishes included in the record.
 3. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the professional grievance procedure set forth elsewhere in this Agreement.
- E. The Board recognizes the responsibility to continue to give administrative backing and support to its bargaining unit members leading to the attainment of an environment in the classroom which will enable the teacher best to perform his/her primary responsibility: the offering of desirable learning experiences. The teacher shall report to the principal the names of students who seem to need particular assistance of skilled personnel and those who are disruptive to the classroom environment and prevent the teacher from offering desirable learning experiences. The teacher will submit a written statement of the nature of the problem, including the facts causing the teacher to file the report as well as a summary of the action of the teacher to correct the situation. In both the case of particular assistance needed and the case of disruptive behavior, the situation will be studied and alleviated by school officials. In these cases, the teacher will be given a progress report within ten (10) school days and a report of final action taken as soon as possible.
- F. Any case of assault upon a bargaining unit member which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designee. In the event of such an assault, the Board will provide legal advice if the bargaining unit member requests it.
- No charge shall be made against a bargaining unit member's salary or leave time in case of time lost because of court appearances involving incidents stated in the paragraph above.
- G. Bargaining unit members are required to comply with rules, regulations and directions, from time to time adopted by the Board, or its representatives provided that they are not inconsistent with the provisions of this Agreement. The appropriate school administrator shall be informed of any situation where compliance with such rules, regulations and directions would create an immanent hazard to health or safety. The administrator shall take any action necessary.
- H. A bargaining unit member shall not be reprimanded, disciplined or evaluated for activities as a member of the Association.
- I. No bargaining unit member shall be disciplined without just cause; however, this shall not be interpreted as restricting the Board's right to dismiss non-tenured or probationary bargaining unit members.

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

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

ARTICLE VI: Dues, Fees and Payroll Deductions

- A. Each bargaining unit member shall, as a condition of employment, either (1) join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or (2) remit a Service Fee to the Association.
- B. Any bargaining unit member who is a member of the Association, or who has applied for membership, will sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contribution to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments, and contributions from the last regular salary check each month for ten (10) months, beginning in September and ending in June of each year.
- C. Any bargaining unit member who does not join the Association shall pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, hereinafter referred to as the "Policy." Prior to being obligated to pay any Service Fee, non-member bargaining unit members shall be informed by the Association of the amount of the Service Fee and provided the information set forth in the "Policy" as well as a copy of the "Policy." The Service Fee shall not exceed the amount of Association dues collected from Association members. The non-member bargaining unit member will authorize payroll deduction for such Service Fee.
- D. In the event that either an Association member or a non-member bargaining unit member does not authorize payment through payroll deduction, the Association and the Board expressly agree that pursuant to the terms of this collective bargaining agreement, the Board, at the request of the Association, shall, pursuant to MCLA 408.477; MSA 17.277 (7), deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be. Monies so deducted shall be remitted to the Association or its designee no later than twenty (20) days following deduction.
- E. The amount of the Service Fee and other information required from the Association may not be available and transmitted to non-member bargaining unit members until mid-school year (December, January or February). Consequently, the procedures in this Article related to the Service Fee will not be activated until thirty-five (35) calendar days following the Association's

notification to non-member bargaining unit members of the amount of the Service Fee and other required information. In any event, it is agreed that the bargaining unit member is obligated for the full amount of the annual Service Fee.

- F. The "Policy" and the Administrative Procedures, including the time table for payments pursuant thereto, shall apply only to non-member bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review shall have been availed of and exhausted, no dispute, claim or complaint by an objecting non-member bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- G. In the event of any legal action against the Board, including court or administrative agency actions, because of its compliance with this Article, the Association agrees to assume the defense of such action at its own expense and through its own counsel, provided:
 - 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- H. The Association agrees it will indemnify and hold the Board harmless from any liability for damages and costs as a result of such action as a direct consequence of the Board's compliance with this Article.
- I. Upon appropriate written authorization from the bargaining unit member, the Board shall wire transfer from the salary of any bargaining unit member and make appropriate remittance to one account at one financial institution and for United Fund contributions, U.S. Government Bonds, and MESSA and MEAFS programs jointly approved by the Association and the Board which are not fully paid by the Board, tax sheltered annuities as defined under Section 403b of the Internal Revenue Code and which are in accordance with the Board policy and any other plans or programs jointly approved by the Association and the Board.
- J. Remittance for tax sheltered annuities shall be made within five (5) working days after the second pay period in each month provided an invoice has been received by that date.
- K. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing dependent care assistance expenses in accordance with the Dependent Care Assistance Plan adopted pursuant to Section 129 of the Internal Revenue Code.
- L. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing health insurance premiums in accordance with the Health Insurance Salary Reduction Plan adopted pursuant to Section 129 of the Internal Revenue Code.
- M. Should the provision for mandatory payroll deduction of the Service Fee, as referenced in Section D above, be found contrary to law, the parties agree to negotiate procedures for termination from employment within thirty (30) calendar days of such determination.

ARTICLE VII: Grievance Procedure

- A. A "grievance" is a claim, by one (1) or more bargaining unit members or the Association, of a violation or misinterpretation or misapplication of any provision of this Agreement.
- B. General Conditions
1. Prompt processing of grievances is important. Therefore all time limits stated in this procedure should be considered as maximums, and every effort should be made to expedite the process.
 2. Time limits may be waived only by mutual written consent of all parties to the grievance. Said written consent shall be signed and dated prior to the expiration of the time limit for which a waiver is requested. Any extension of time limits shall be for a specified number of days.
 3. "Days" as used herein shall mean workdays except that during the summer months when school is not in session, "days" shall mean Monday through Friday excluding holidays.
 4. A grievance which has not been filed within the initial time limit prescribed, will not be heard.
 5. Any grievance which is not appealed to the next higher step of the procedure within the time limit specified will be considered settled on the basis of the decision rendered at the last step heard. A copy of the settlement will be sent to the MEA Uniserv Director representing the HEA.
 6. Any grievance upon which no hearing is held, or no decision rendered, within the time limit specified, will be considered automatically appealed to the next higher step of the procedure, effective with the expiration of the time limit.
 7. Beyond the initial step of this procedure, appeals by the Association shall be signed, and the Association shall be represented in hearings, by the Chairperson of its Grievance Committee, and/or such other person(s) who shall be designated in writing with authority to act on behalf of the Association.
 8. Should either party desire to be represented at any hearing under this procedure by legal counsel, it shall notify the other parties sufficiently in advance so that they may be represented by counsel also; and no hearing shall be held at which any party is represented by counsel unless the other parties are also represented or have waived in writing their right to such representation.
 9. Should the Association withdraw a grievance at any level, or should the grieving bargaining unit member(s) leave the employ of the Board, all further proceedings on said grievance shall be barred.
 10. The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

11. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate administrator and having the grievance adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided further, that the Association has been notified of such adjustment.
 12. There shall be one (1) Association Representative for each building who shall be recognized as the official representative of the Association in grievance proceedings. The names of such representatives of the Association shall be furnished in writing to the Assistant Superintendent for Human Resources as soon as possible after their appointment. No such representative shall act on behalf of the Association until the Assistant Superintendent for Human Resources has been advised of his/her appointment in writing by the officers of the Association. Any changes in such representatives shall be reported to the Assistant Superintendent for Human Resources in writing as far in advance as possible.
- C. Except as provided in Section B.11 above, all grievances shall be in writing. They shall contain the following information.
1. A statement of the facts alleging the violation, including the date when said alleged violation occurred.
 2. The section(s) of this Agreement which are alleged to have been violated.
 3. The relief requested.
 4. The signature or signatures of the grieving parties.
 5. The date upon which the grievance is filed.
- D. Step One: A grievance shall be filed within ten (10) days of the alleged violation, misinterpretation or misapplication of this Agreement.
1. The grievance shall be filed with the bargaining unit member's principal or other immediate supervisor.
 2. The principal may, at any point prior to rendering a decision, refer the grievance to the next higher step in the procedure should the matter being grieved be beyond the scope of his/her authority.
 3. If the principal decides to hear the grievance, he/she shall, within ten (10) days of the filing of the grievance, hold a hearing thereon with the grieving bargaining unit member(s) and, at the bargaining unit member's option, the building Association Representative.
 4. Within ten (10) days after said hearing, the Assistant Superintendent for Human Resources shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Human Resources Office.

- E. Step Two: If the decision of the principal is unsatisfactory to the grieving bargaining unit member(s) or the Association, the Association may file a written appeal to the Assistant Superintendent for Human Resources within ten (10) days after receiving the decision of the principal.
1. Within ten (10) days of receiving an appeal, or a grievance by referral from the principal, the Assistant Superintendent for Human Resources shall hold a hearing.
 2. Within ten (10) days after said hearing, the Assistant Superintendent for Human Resources shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Human Resources Office.
- F. Step Three: If the decision of the Assistant Superintendent for Human Resources is unsatisfactory to the Association, the Association, and only the Association, may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after receiving the decision of the Assistant Superintendent for Human Resources.
- G. Step Four: Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Association may, within ten (10) days of the conclusion of mediation, appeal to arbitration.
1. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the other party within said ten (10) day period. If not so delivered, the grievance shall be abandoned.
 2. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association which shall likewise govern the arbitration proceeding.
 3. Neither party shall be permitted to assert in any arbitration proceeding, any ground, or to rely on any evidence, not previously disclosed to the other party.
 4. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.
 5. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.
 6. The decision of the arbitrator shall be final and binding upon both parties.
 7. The arbitrator's fee and expenses shall be divided equally between the parties.

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

ARTICLE VIII: Working Conditions

- A. The normal workday shall be seven (7) hours and ten (10) minutes for teachers at grades 7-12, and seven (7) hours for teachers at grades K-6.
 - 1. All teachers shall be entitled to an uninterrupted, duty-free lunch period of at least thirty (30) minutes.
 - 2. Regular classroom teachers may use all time during which their classes are receiving instruction from various/certified teaching specialists as preparation/ conference time.
 - 3. Normally, all teachers in grades K-4 shall be provided an average of 250 minutes of released preparation/conference time each week. For purposes of calculating the foregoing, recess periods shall be included in the weekly average. All teachers in grades 5-12, will be provided an average minimum planning time of fifty (50) minutes per work day. Averaging of the released preparation/conference and planning time shall not exceed a two (2) week period.
 - 4. In grades K-4, music and physical education classes shall be scheduled for not less than 30 minutes each. Music and physical education teachers who are assigned to two or more buildings shall be provided travel time between buildings and said travel time shall not reduce either the duty-free lunch period or planning period as set forth above.

5. No bargaining unit member at grades K-4 shall supervise more than two (2) recess periods a week.

Physical education class(es) on any day shall not preclude grade K-4 students from participating in morning and afternoon recess periods.
6. Teachers employed for less than a full-time position have a proportional amount of preparation time.
7. At grades 7-12, unless a teacher volunteers for more, there shall be a maximum of three (3) preparations in the academic subjects which are of significant difference except for the third level of a foreign language course.
8. A bargaining unit member may be required to cover another bargaining unit member's class two (2) times per year. Bargaining unit members who are assigned to cover classes more than two (2) times per year will be compensated at one-fifth the highest substitute rate for each class period at the 7-12 grade level, or for each clock hour at the K-6 level. Bargaining unit members supervising the activities of student teachers will not be required to serve as substitutes in other classrooms.
9. These hours recognize that bargaining unit members do work away from normal workstations and outside of the hours stated in Section A. Such work includes but is not limited to: Parent-Teacher conferences, New Teacher orientation, up to 5 hours of staff meetings per semester, curriculum meetings in accordance with Article X, Section A.

Staff shall supervise or chaperoning functions as follows: grades K-4, a maximum of 2 per year; and grades 5-12, a maximum of 3 per year.
10. A bargaining unit member may leave after student dismissal time and before the end of scheduled teacher hours, by using the sign-out sheet and indicating his or her destination. The Principal has the right to verify the absence.
11. A staff room will be located in each building that will provide lavatory facilities and appropriate furniture. The Board will involve bargaining unit members in the study and planning for adequately designated and furnished staff rooms for all future buildings and major additions.
12. An unlisted telephone will be provided in the staff room for local calls only

B. Class Size:

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

<u>Grade</u>	<u>Class Size or Teacher Load</u>
Kindergarten	25
1-2	25
3	27
4	29
Comb. Rooms (K-1; 1-2)	24
Comb. Rooms (2-3)	25
Comb. Rooms (3-4)	26

<u>Grade</u>	<u>Class Size or Teacher Load</u>
5 (2 person teams)	58 average of 29 per teacher
5 (3 person teams)	87 average of 29 per teacher
6 (3 teacher teams)	93 average of 31 per teacher
6 (4 teacher teams)	124 average of 31 per teacher
6 (5 teacher teams)	155 average of 31 per teacher
7-12	155 Total teacher load per day, with an individual class size maximum of 31

- a. Advanced Study Skills at the Senior High shall be limited to 26 students and weighting shall not apply.
- b. In grades K-4, physical education classes will be limited to one (1) classroom in each period.

In grades 5-6, physical education classes will be limited to no more than forty (40) students with a total teacher load of no more than 240 students.

In grades 7-12, physical education classes will be limited to no more than 40 students with a total teacher load of no more than 200 students.

- c. Keyboarding classes will be limited to no more than 32 students.
- d. The class size maxima shall not apply to band or choir.
- e. By the second Friday of each school year, the number of students assigned to classes within a building in grades one through six (1-6) shall not exceed a variance in class size by more than a three (3) student count at each respective grade level. The three (3) student count variance shall not be used to exceed the class size maxima set forth at Section B.1 of this Article. The same variance shall apply to Kindergarten classes except that morning (AM) classes and afternoon (PM) classes within the same building will be treated separately. Students who transfer into the District during the school year shall be assigned to maintain the variance maximum set forth in this subsection. An exception to this variance may be made if the bargaining unit member with the larger class count agrees to a larger variance than a three (3) student(s) count.

The same classes which are offered during the same instructional hour at grades

7-12 shall not exceed a variance in class size by more than a three (3) student count on the first day of school. Greater variances may exist thereafter, but not to exceed the class size maxima set forth in Section B.1 of this Article.

On the first day of second semester, new semester classes which are the same and which are offered during the same instructional hour, shall not exceed a variance in class size by more than a three (3) student count. Greater variances may exist thereafter, but not to exceed class size maxima set forth in Section B.1 of this Article.

Students who transfer into the District during the school year shall be assigned so as to maintain a balance in class size as nearly as possible.

2. Laboratory classes in sciences, Life Management, and Technology Education will not exceed the number of pupil work (sections) stations in the classroom.
 - a. A pupil workstation includes those areas which safely allow a student to perform the work required with the necessary materials, machines, etc.
 - b. The number of pupil work stations in a given room shall be determined in each building by the building principal and the instructor of each room involved in which hazardous equipment and materials including fire and chemicals are used and, where a student's health and safety might be in jeopardy.
 - c. Should the teacher and principal disagree, the principal will make a recommendation to the Assistant Superintendent for Human Resources.
3. Special Education class sizes/case loads shall not exceed state rules and regulations unless a deviation is obtained from the Department of Education. In such cases the HEA shall have the opportunity to attach a statement of support or dissent.
4. Weighting:
 - a. For purposes of determining class size, students in regular education classrooms at kindergarten for two hours, 45 minutes per day and at grades 1-6 for three (3) or more hours per day will be assigned a weight of two (2) students if they have been certified eligible for a special education program by an IEPC (except speech and language.)
 - b. In grades 7-12, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students except that weighting will not apply to band, choir, physical education or any class of 24 or fewer students.
 - c. In grades 7-12, for purposes of determining class size in laboratory classes, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students. The student count shall not exceed the number of laboratory stations and the weighted student count

shall not exceed thirty-one (31). The above limitation that weighting will not apply to a class of 24 or fewer students does not apply to this laboratory class paragraph.

- d. The number of students who are certified eligible for special education by an IEPC (except speech and language) will be balanced among grade levels and/or subject area classes as nearly as possible.
 - e. Students who are entering kindergarten from the pre-primary impaired program will be assigned a weight of two (2) students for one (1) year, if they have been certified eligible as language impaired by an IEPC in the pre-primary program.
5. In all grades and building individual class size and teacher/student loads will be balanced and adjusted among grade levels and buildings as follows:
- a. A survey of the number of students assigned to each teacher in grades K-12 shall be conducted on the second Friday of the school year and on each Friday thereafter throughout the school year when school is in session. An exception to the foregoing is that in Grades 7-12, the survey at the beginning of the second semester will be delayed until the second Friday of said semester.
 - b. Within three (3) working days of the survey referenced in Section a above, a decision will be made as to the appropriate adjustment(s) in each case.
 - c. Adjustments in connection with student loads will be implemented as soon as possible, but within ten (10) working days of the decision referenced in Section b above.
 - d. In the event of necessity to solve a class overload problem via creating an additional teaching position which the Board is obligated to fill by recalling a teacher from layoff, the time limits provided in Article XVI shall be controlling.
6. If a class exceeds the indicated class size maxima, one (1) of the following alternatives will be agreed upon and recommended by the building principal after consultation with the teacher(s) involved
- a. If classroom space is available in the building, an additional teacher may be employed and the students reassigned accordingly.
 - b. An additional teacher may be employed for "cooperative or team teaching" with the teachers at the affected grade level. Employment will be based upon posting the position and an interview by the principal and the affected teachers.
 - c. A clerk may be employed to provide the teacher with clerical relief as specified in a "clerical utilization plan" developed between the affected teacher(s) and the principal.

- d. A teacher aide may be assigned on a half-time basis, i.e., three (3) hours a day. The length of the assignment shall be equal to the number of days that the class size exceeded the contractual maxima.
 - e. Should the affected teacher(s) and the building principal disagree with respect to the appropriate alternative to be recommended and implemented, the principal shall make the final decision for the foregoing provisions a through d.
 - f. Upon mutual agreement from the HEA President, the District and the teacher with the class overload, said teacher may request a \$1,000 budget allocation for classroom supplies as an alternative to the provisions at a through d. The teacher will retain discretion regarding the spending as long as the supplies or equipment purchased are supportive for teaching. The parties agree that classroom supplies or equipment purchases through this allocation shall remain in the school upon the teacher's leave of absence, resignation, or retirement from the district.
- C. No teacher shall be required to perform the following extra-curricular duties which can be accomplished by non-certified personnel: bus supervision, safety patrol supervision and building coordination of audio-visual services.
- D. It is recognized that the democratic values of our society can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged, provided the teachers, within the scope of their assignments, exercise such freedom within the framework of established curriculum practices and provided courses of study are followed.
- E. It is agreed that addressing the implementation of the least restrictive environment mandate is of critical importance. Section E shall apply to special education students who are entering a regular education class/classroom from a special education center program or a special education self-contained classroom program. It shall also apply to students who are identified as students with a handicap who would qualify to be served by either program. Finally, it shall apply to students who are identified as students with a handicap due to accident, trauma, etc. and who would qualify to be served by either program.
- 1. Any bargaining unit member who will be providing instructional or other services to a student with a handicap in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. If the IEPC is held during the normal teaching day, the bargaining unit member shall be released from his/her normal responsibilities to attend.
 - 2. In situations where the involved bargaining unit member and administration mutually agree that it is not feasible to have each bargaining unit member who will be providing instructional services to a student with a handicap in a regular education classroom setting be a participant in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom, the involved bargaining unit members may select representative teacher/s to attend the IEPC.

3. Should a bargaining unit member, working directly with the student with a handicap, advise the administration in writing of a reasonable basis to believe that a student's current individual educational plan (IEP) is not meeting the student's unique needs as required by law, the administration shall call an IEPC. The bargaining unit member so advising shall be invited to, and will attend, the IEPC.
4. In order to assure that the student with a handicap will be allowed to participate in regular education programs and services to the maximum extent appropriate, no student with a handicap will be assigned to a regular education classroom unless:
 - a. Teaching materials and equipment, support personnel and other related services as specified in the IEP to satisfactorily educate the student in the regular education classroom, are available.
 - b. The bargaining unit member is provided prior and continuing in-service training regarding the instruction and behavioral management of students with handicaps in the regular education setting, including the differing approaches, problems and techniques to be utilized with varying handicapping conditions.
5. When there is a request from a bargaining unit member who works directly with a student with a handicap, regarding the assistance needed to implement the least restrictive environment mandate, the request shall be made in writing to the building administrator. The request shall specify the assistance needed. Within five (5) school days, the parties affected will meet with the building administrator and other appropriate resource personnel to discuss the request.
 - a. The parties shall hear and recommend solutions to the bargaining unit member's questions and concerns, the assignment and scheduling of students, supportive services and assistance, materials, the physical environment of the classroom, training for the teacher and other issues as may be appropriate. If resolution does not occur, either an IEPC will be called or the grievance process will be initiated, whichever is appropriate. Additionally, the parties will address and make a determination as to whether an adjustment in class size is warranted both for the benefit of the student with a handicap and for the benefit of the other students assigned to that particular class/classroom. This determination shall be subject to approval of the Superintendent.
6. Students with handicaps will be assigned to the buildings and classrooms that the students would normally attend unless otherwise stated in the IEP.
7. The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is expected or required to implement the least restrictive environment mandate in the course of his/her employment including extra-curricular activities. Insurance coverage shall include liability protection in an amount not less than currently set forth in the District's insurance policies.
8. No bargaining unit member will be disciplined, reprimanded, discharged or denied any professional advantage, directly or indirectly, due to the bargaining unit member having:
 - (1) filed a complaint under Part 8 of the Michigan Special Education Rules or with the office of Civil Right (OCR), U.S. Department of Education; or
 - (2) asserted his/her rights

or those of a handicapped/non-handicapped student with respect to the provision of the least restrictive environment mandate as provided for in this Article or by law.

9. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the teacher's responsibility to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.
 10. The administration agrees to arrange for a substitute in the absence of the student's regularly assigned aide. Should no substitute be available, the bargaining unit member and the building principal will, where appropriate, mutually make other arrangements.
- F. The following shall apply to regular education classrooms consisting of two (2) K-4 grade levels:
1. Both the sending and the receiving teachers shall make recommendations to the building principal regarding student placement for such classrooms.
 2. Teachers who are assigned to such classrooms may, in consultation with and the approval of the building principal, modify and adapt the curriculum based upon student needs and achievement.
 3. Teachers who are assigned to such classrooms shall be provided one (1) day of release time each semester for planning.

ARTICLE IX: Calendar

- A. Calendars are attached hereto as Appendix C
- B. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, bargaining unit members shall not be required to report for work.
 1. When school is closed for the above reasons, the first two (2) such days shall not be rescheduled and bargaining unit members shall be paid at their regular rate.
 2. Any emergency school closing days beyond the two (2) days will be considered as days not worked and therefore not paid. Said days will be rescheduled to provide the required number of days of instruction to receive full state aid payments.
 3. A bargaining unit member intending to use a paid leave day when school is closed for the reasons stated above shall suffer neither loss of leave time nor loss of salary.
 4. When school is closed for the above reasons, bargaining unit members will be notified by radio or telephone.

5. Should the State Aid Act be amended during the term of this Agreement to permit "Act of God" days without a requirement to reschedule same to receive full state aid, the parties agree to revert to the practice in effect under the terms of the 1982-85 Master Agreement.
- C. When mechanical difficulties arise which affect a school and/or classroom environment (i.e., no lighting, heat below 60 or above 85, no water, no fire alarm system, etc.), adequate educational facilities shall be made available the following school day, or sooner if possible. If adequate facilities cannot be provided by the following school day, the affected classroom(s) will not be required to attend until the necessary adjustments are completed.
- D. In the event any provision of this Agreement or change in circumstance or law creates a condition whereby the District does not meet any requirement to receive full state aid, the parties agree to negotiate change that would result in full state aid.

ARTICLE X: Curriculum and Inservice

- A. The Board and Association recognize the importance of and encourage bargaining unit member involvement in the area of curriculum. The existing curriculum organization and structure as outlined in Board policy enables the bargaining unit member to advise and react to the Board on such matters as teaching techniques, courses of study, curriculum revision, curriculum guides, pupil testing and evaluation; philosophy and educational goals of the District, research and experimentation, educational specifications for buildings and related matters; textbooks and other materials; and the use of teaching aids of every kind and nature. The existing structure, organization and function of the Curriculum Council are subject to the following provisions:
 1. All curriculum chairpersons will be appointed by the Assistant Superintendent for Curriculum. Prior to making the appointment, the building Principal and/or the Assistant Superintendent for Curriculum will confer with staff members involved in the particular curriculum group to solicit mutual agreement.
 2. The curriculum structure, organization, and function may not be changed or altered without a consenting majority vote of the existing curriculum council.
 3. Secondary Department Chairpersons and Unit Leaders who are appointed by the Assistant Superintendent for Curriculum to perform duties as assigned by the principal shall be either assigned a reduced teaching assignment or granted released time as follows:
 - a. For departments or units of up to three (3) members, at least three (3) half days.
 - b. For departments or units of four (4) to six (6) members, at least five (5) half days.
 - c. For departments or units of seven (7) or more members, at least seven (7) half days.

Release time shall be requested by the department chairperson or unit leader and approved by the principal.

4. The dates for curriculum committee meetings shall be established by the Assistant Superintendent for Curriculum in cooperation with building principals and curriculum chairpersons. All curriculum meetings shall be announced in advance.
 5. All bargaining unit members are required to attend their respective instructional unit (building, unit and department) meetings. Bargaining unit member participation is encouraged, but not required, on all other special curriculum study committees.
 6. Reimbursement for various curriculum chairpersons shall be in accordance with Appendix B.
- B. For purposes of compliance with Section 1527 of the Michigan School Code (Board Provided Professional Development), the parties agree as follows with respect to the professional development time not reflected in Appendix C:
1. The Wednesday professional development time in grades K-12 (including the Alternative High School) will be counted. The staff meeting component of this time will be excluded.
 - a. For planning purposes, the length of a professional development day for purposes of Section 1527 has been determined by the Michigan Department of Education to be the length of a full teacher work day as set forth in Article 8 (A). The content of the professional development days must meet the requirements of the Department of Education.

ARTICLE XI: Bargaining Unit Member Evaluation

- A. It shall be the administration's responsibility to evaluate the work performance of all bargaining unit members. Normally, said evaluations shall be conducted by administrators who have acquired teacher certification. In the event a bargaining unit member is rated "unsatisfactory" in any category by an administrator who has not acquired teacher certification, a second evaluation by an administrator who has acquired teacher certification shall be arranged within five (5) workdays of the bargaining unit member's receipt of the final evaluation summary. The second administrator shall be appointed by the Assistant Superintendent for Human Resources. The Association shall be notified of the same. The second evaluation shall have precedence over the first one.
- B. The purpose of evaluation shall be to improve instruction and to provide the opportunity for the bargaining unit member and his/her supervisor to jointly determine the level(s) of performance in the bargaining unit member's area(s) of responsibility.
- C. All monitoring and/or observation of a bargaining unit member's work performance shall be conducted openly and with the full knowledge of the bargaining unit member.
- D. Probationary bargaining unit members shall be evaluated in each year of probation.
- E. Tenured bargaining unit members shall be evaluated at least once in each three (3) year period.

- F. Prior to any classroom observation, the supervisor shall conduct a first pre-evaluation conference with each bargaining unit member to review, [i] the criteria upon which he/she will be evaluated; [ii] the pre-evaluation instrument; and [iii] the procedures to be followed in the evaluation process.
1. The supervisor shall conduct said conference with probationary bargaining unit members on or before October 1.
 2. The supervisor shall conduct said conference with tenured bargaining unit members on or before June 1 in the school year that precedes the evaluation year.
- G. Tenured bargaining unit members shall be evaluated at least once in each three (3) year period
- H. Probationary bargaining unit members shall be evaluated in each year of probation.
1. The supervisor shall conduct at least two (2) classroom observations or observe at least two (2) task assignments prior to the second pre-evaluation conference with the bargaining unit member.
 2. The supervisor shall conduct a second pre-evaluation conference with the bargaining unit member.
 3. The supervisor and the bargaining unit member will exchange copies of a completed Pre-evaluation Form prior to said conference.
 4. Based on the pre-evaluation results, the tenured bargaining unit member shall select one (1) of the three (3) performance appraisals set forth in sections I., J. and K. below.
 5. The probationary bargaining unit member shall be evaluated in accordance with the Performance Criteria Plan.
 6. The second pre-evaluation conference shall be completed by November 15 in each year for probationary bargaining unit members.
 7. The second pre-evaluation conference shall be completed by November 15 of the evaluation year for tenured bargaining unit members.
- I. The Performance Improvement Plan shall:
1. Be based upon performance objectives that are mutually agreed upon between the supervisor and the bargaining unit member;
 2. Relate to the indicators of performance evaluation criteria in the pre-evaluation instrument;
 3. Include at least two (2) classroom observations; and
 4. Include an individualized development plan where work performance is less than satisfactory.

J. The Performance Criteria Plan shall:

1. Be based upon the indicators of performance evaluation criteria in the pre-evaluation instrument;
2. Include at least two (2) classroom observations with at least sixty (60) calendar days between the first and the last classroom observations;
 - a. The bargaining unit member will be given a copy of the completed Classroom Observation Report within five (5) workdays following each classroom observation.
 - b. There will be at least two (2) conferences between the supervisor and the bargaining unit member during the classroom observation period for the purpose of discussion said observations.
3. Include an individualized development plan for Probationary bargaining unit members;
4. Include an individualized development plan for any tenured bargaining unit member where work performance is less than satisfactory.
5. The bargaining unit member will be given a copy of the completed Classroom Observation Report within five (5) workdays following each classroom observation.
6. There will be at least two (2) conferences between the supervisor and the bargaining unit member during the classroom observation period for the purpose of discussing said observations.

K. The Professional Growth Plan shall:

1. Be based upon the results of the second pre-evaluation conference;
2. Require the supervisor's recommendation;
3. Require the bargaining unit member's consent;
4. Require the completion of the Final Evaluation Summary by the supervisor within twenty (20) workdays following agreement to use the plan;
5. Require the joint development of goals and an action plan;
6. Require a joint submission verifying results which will be placed in the bargaining unit member's personnel file; and
7. Allow the bargaining unit member to request that a copy of the goals and action plan be placed in his/her personnel file.

L. The Final Evaluation Summary shall be completed for all (both probationary and tenured) bargaining unit members being evaluated. One (1) copy shall be retained by the supervisor; one

(1) copy shall be provided to the bargaining unit member and a copy shall be inserted into the personnel file.

1. Should the overall work performance of the bargaining unit member be rated satisfactory or better, the bargaining unit member's evaluation period shall be deemed completed except as he/she is due for re-evaluation as specified herein.
 2. Should the overall work performance of the bargaining unit member be rated less than satisfactory, the supervisor shall implement an individualized development plan to improve the bargaining unit member's performance. Said plan shall be developed in consultation with the bargaining unit member.
 3. Upon request of either the bargaining unit member or the supervisor, an evaluation may be conducted at any time.
 4. The Final Evaluation Summary shall be completed and submitted to the Human Resources Office by March 1 in each year for probationary bargaining unit members.
 5. The Final Evaluation Summary shall be completed and submitted to the Human Resources Office by May 1 of the evaluation year for tenured bargaining unit members.
- M. Should the supervisor find a bargaining unit member's work performance lacking, the reason(s) therefore shall be set forth in specific terms as shall an identification of the ways in which the bargaining unit member is to improve and of the assistance to be given by the administration. Further, a reasonable deadline for improvement shall be established and the consequences for failure to improve shall be specifically set forth.
- Subsequent evaluation reports shall show that any previously noted deficiency has been corrected or that said deficiency still exists.
- N. Should the bargaining unit member disagree with the content of a written evaluation, he/she may submit his/her written objections and have same attached to the (personnel) file copy of the evaluation within ten (10) working days of receipt of said evaluation.
- O. The content of any evaluation shall not be subject to the grievance procedure; however, the procedures set forth in this Article shall be subject to the grievance procedure.
- P. A bargaining unit member's signature on a written evaluation shall not be interpreted to mean that he/she necessarily agrees with its content, but shall be interpreted to mean that he has reviewed said material.
- Q. A bargaining unit member who is employed in a position other than as a classroom teacher shall not have tenure in such position, but upon satisfactory completion of the probationary period, all certified bargaining unit members occupying such positions will be granted continuing tenure as classroom teachers.
- R. In the event a probationary bargaining unit member is denied tenure or is served notice of dismissal in accordance with the Michigan Teacher Tenure Act, the bargaining unit member shall be entitled to a hearing with the Superintendent, or his/her designee.

The hearing with the Superintendent will be the sole review of this decision. A probationary bargaining unit member will not be entitled to file a grievance under the grievance procedure in this Agreement.

- S. The termination of any bargaining unit member having tenure pursuant to the Michigan Teacher Tenure Act shall be subject to the provisions and procedures established in said Act.
- T. Tenured bargaining unit members shall receive at least sixty (60) calendar days prior written notice of the intent to file charges pursuant to the Michigan Teacher Tenure Act concerning the character of professional services. Professional services shall relate to professional teaching duties and shall not include, by way of example, matters such as misconduct or insubordination.
- U. The termination of any bargaining unit member who is not subject to the Michigan Teacher Tenure Act, i.e. a bargaining unit member who does not have a teaching certificate, shall be an appropriate matter for consideration under the grievance procedure set forth in this Agreement, including arbitration.
- V. Should the Michigan Teacher Tenure Act be repealed in its entirety or amended so that the Act's due process procedures are eliminated or restricted, the parties agree to enter into collective bargaining concerning the same within thirty (30) calendar days of such repeal or amendment.
- W. The evaluation forms are set forth in Appendix D which is attached to and incorporated into this Agreement.
- X. The evaluation timelines for bargaining unit members who begin employment with the District after the start of the school year, shall be advanced in the school year by an equal amount of time.

ARTICLE XII: Mentor Teacher

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the School Code and State Administrative Rules and Regulations. The Mentor Teacher shall be a tenured member of the bargaining unit.
- B. Each bargaining unit member new to teaching and in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a collegial fashion.
- C. Mentor Teacher shall be assigned in accordance with the following:
 - 1. Participation as a Mentor Teacher shall be voluntary.
 - 2. Mentor Teachers shall be matched with Mentees who work in the same building.
 - 3. Mentee shall only be assigned to one (1) Mentor Teacher at a time.

4. The Mentor Teacher assignment shall be for one (1) academic year subject to review by the Mentor Teacher and Mentee after six (6) months from the start of the assignment. The appointment may be renewed in succeeding academic years.
 5. Should either the Mentor Teacher or the Mentee present cause to dissolve the relationship subsequent to the initial six (6) months, the administration will meet with the Mentor Teacher and the Mentee to determine an appropriate course of action.
- D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward quality instruction, the Board and the Association agree that aspects of the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation, including a plan of improvement, of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or hearing involving the Mentor Teacher, where such grievance or hearing involves the character of professional services.
- E. Upon request, the Administration shall provide up to five (5) days of release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible, the Mentor Teacher and the Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled on regular workdays and/or with the two week periods preceding and following the work year.
- G. A Mentor Teacher shall receive an annual compensation of \$400.00.
- H. Performance responsibilities of a mentor teacher shall include but not be limited to: Work to establish a relationship with mentee based on mutual trust, respect and collegiality; provide encouragement, support, guidance and feedback when needed; help mentee feel welcomed and valued; take part in training to enhance teaching and mentoring skills; complete periodic evaluations of Mentor-Mentee program, as requested; contact mentees, minimally once a week, for formal or informal meetings; facilitate the professional development of the mentee through appropriate inservice and staff development opportunities; help mentee learn about resources, procedures, curriculum, students' needs, building and district policies, regulations and schedules; promote a smooth transition between teacher training and the actual classroom setting; facilitate three-way conferences involving the mentor, mentee and principal; provide opportunities for mentee to observe the mentor and other teachers; share new and alternative materials, methods and resources with mentee; observe mentee's teaching in a classroom setting; conduct pre and post observation conferences; and assist mentee with goal-setting.

ARTICLE XIII: Qualifications and Assignments

- A. Normally, the Board will require a Bachelors degree and proper certification as the minimum qualification from applicants for employment. "Certification" as used in the Master Agreement shall include being "Highly Qualified" as required under federal and/or state law.
- B. The Board will also continue its practice of employing only substitutes who qualify under state law for substitute teaching.
- C. In cases where the Board varies from its normal practice with respect to a Bachelors degree or the standard certification requirement, the Association will be given notice of the teacher employed. The Association will also be notified if substitutes are employed who do not have the minimum certification under law or when substitutes are employed for more than one hundred forty six (146) consecutive working days.
- D. Bargaining unit members will be notified of their assignments for the following school year by June 25.
 - 1. Changes beyond that date may be made in case of emergency, which shall include lack of available classrooms, inadequate financial resources, patterns of increasing or declining enrollment that are unexpected, or a lack of qualified personnel.
 - 2. In such situations, the bargaining unit member will be notified of the change in assignment at the earliest possible time.
 - 3. If the change is made during the month of August, up to twelve (12) hours preparation time at the seminar rate will be provided prior to the beginning of the bargaining unit member's work year, or two (2) days released time, if appropriate. Appropriate support services shall be provided by the Board for the affected bargaining unit member.
 - 4. The bargaining unit member may accept the assignment or may resign his/her position in the District without prejudice of any type.

ARTICLE XIV: Shared Teaching Assignments

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

- a. Renew the established job sharing assignment or
 - b. Create another job sharing assignment.
 - c. Return to his/her previous position if such position exists, or, if not, to a position for which the bargaining unit member is certified and qualified.
3. After more than one (1) year in a job sharing assignment, a bargaining unit member shall be returned to a position for which the bargaining unit member is certified and qualified.
 4. If a full-time position opens during the school year in the area of certification of the shared-time position, that position may be filled on a temporary basis until the end of the school year.
- D. Job sharing information will be posted and written expressions of interest shall be submitted to the Assistant Superintendent for Human Resources by May 7.
- Interested bargaining unit members will be notified of tentative shared teaching assignments by May 14 and shall have three (3) working days to accept or refuse the assignment.
- E. In order to establish a shared job assignment, the bargaining unit members and the principal involved shall, by June 1:
1. Schedule the work time and designate the responsibility for each class or subject, i.e., one (1) semester on, one (1) semester off; mornings and afternoons; class hours at the secondary level, etc.
 2. Provide a brief description of how the bargaining unit member responsibilities are to be shared including:
 - a. Parent-Teacher Conferences
 - b. Grade Meetings
 - c. Staff Meetings
 - d. Inservices
 - e. 1/2 Days
 - f. Communication with the immediate supervisor and the process to be used
 - g. Mutual planning time/individual planning time
- F. The assignment shall become final upon mutual agreement of the bargaining unit members, principal and Superintendent after completion of such plans.
- G. Bargaining unit members in a shared assignment shall substitute in each other's absence at the discretion of the bargaining unit member; and shall be paid at the substitute rate. This applies only to sick leave days.
- H. Sick leave and business leave days shall accrue on a pro-rata basis.

- I. Bargaining unit members in a shared time assignment will be paid the pro-rata share of salary as set forth in Appendix A of the Master Agreement. The pro-rated salary of each job sharing teacher shall reflect the fraction of the full time job each teacher works.
- J. Seniority and salary credit shall accrue as if bargaining unit members were employed full time.
- K. The Board shall provide fringe benefits as specified in Article XIX of the Master Agreement.
- L. The bargaining unit members working the first semester only may have salary paid over the first semester in approximately ten (10) pays or over the school year (21 pays) or over the calendar year (26 pays).

Bargaining unit members commencing work the second semester may be paid over the second semester in approximately ten (10) pays or paid through the summer months.

ARTICLE XV: Vacancies, Transfers and Promotions

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created bargaining unit position and/or a bargaining unit position which is currently unoccupied and for which there is no bargaining unit member with an outstanding contractual right to return.
- B. Vacancies shall be posted in each building for ten (10) calendar days. The certification requirements, any specific qualifications required for the position, as determined by the Board, and/or the qualifications as set forth in Article XIII of this Agreement, shall be posted with the vacancy notice.

The Association President shall receive a copy of the postings.

- C. A bargaining unit member may apply for a vacancy by submitting a written application to the Assistant Superintendent for Human Resources within the ten (10) day posting period.
 - 1. All certified and qualified bargaining unit members who apply for a vacancy will receive an interview.
 - 2. Certified and qualified bargaining unit members who have an active letter of interest on file will also be granted an interview.
 - 3. External applicants may be considered if no bargaining unit members respond to the posting and there are no letters of interest on file relevant to the position posted.
- D. Bargaining unit positions will be filled with a bargaining unit member if s/he meets the certification requirements and the specific qualifications required for the position as determined by the Board.

External applicants may be considered if members of the bargaining unit who apply for the position are determined not to meet the certification requirements and specific qualifications established by the Board as provided in Article XIII.

Bargaining unit members who are not awarded a vacancy will be provided written notice of the reasons therefore from the Board.

- E. If a vacancy is filled by a bargaining unit member during a school year, the bargaining unit member may be transferred to that position immediately, or, upon mutual agreement between the Association and the Board, at an appropriate date in the school calendar.
- F. When a vacancy exists after the provisions for recall have been met, the Board will post notice of such vacancies with the Ingham Clinton Education Association, MEA/NEA.
- G. The extra-duty positions enumerated in Appendix B are considered work of the bargaining unit and shall be subject to the provisions of this Article. The bargaining unit member's extra-duty contract shall be renewed from year to year unless his/her services in such extra-duty position are terminated for just cause and said termination is not reversed through the grievance procedure set forth in this Agreement.
- H. Although adult education positions are not within the scope of this Agreement, vacancies shall be posted within the bargaining unit. A bargaining unit member may apply for and be awarded a vacancy provided she/he meets the goals, objectives and requirements of the course.
- I. Letters of interest shall be filed with the Assistant Superintendent for Human Resources. Letters of interest shall expire each year on December 31. Bargaining unit members with a continuing interest in any position(s) may submit a new letter of interest for the ensuing year.
- J. In the event of an involuntary transfer from one building to another, the principal will meet with the bargaining unit member to discuss the reasons for the transfer. In the event the bargaining unit member, at this meeting, objects to being transferred from the building, upon the bargaining unit member's request, the Association shall be notified. The principal shall meet with the Association's representative to discuss the transfer.
 - 1. If the transfer cannot be completed at the time of the meeting with the principal, the bargaining unit member will be notified of positions in the District as they become available. Upon application, the bargaining unit member will be interviewed by the principal at the building where the position exists. If the bargaining unit member is not placed through this procedure, the Assistant Superintendent for Human Resources will make the assignment.
 - 2. Involuntary transfers are not subject to the grievance procedure except as to whether the above procedure was followed.
- K. In case of vacancies in existing administrative positions, the Board shall consult letters of interest on file. Should new administrative positions be created, the Board shall post notice of same for ten (10) calendar days. Bargaining unit members who meet the minimum requirements and who are not awarded a position shall be provided notice, and upon request, the reasons therefore in writing.
- L. A bargaining unit member who severs his/her employment with the Holt Public Schools shall not be retained in an extra duty position except as she/he may apply for said position after same has been posted for applications from within the bargaining unit.

ARTICLE XVI: Seniority, Staff Reduction and Recall

- A. Seniority shall date from the bargaining unit member's first working day under a regular employment contract. Services as a substitute or intern teacher shall not accrue seniority. Each regularly employed full or part-time bargaining unit member shall receive a full year of seniority for each school year of employment.
1. Bargaining unit members on layoff shall accrue seniority.
 2. Bargaining unit members on approved leaves shall accrue seniority.
 3. A bargaining unit member's seniority shall terminate if s/he resigns, retires or is discharged for cause by the Board.
- B. If two (2) or more bargaining unit members have the same seniority, the following procedure will be used at the time of layoff to determine who is laid off.
1. If one (1) bargaining unit member has more total teaching experience (K-12), the bargaining unit member with the most teaching experience will remain.
 2. If the bargaining unit members remain equal after #1 above, the bargaining unit member with the more advanced degree shall remain.
 3. If the bargaining unit members remain equal after #1 and #2 above, the bargaining unit member with the most semester hours beyond the degree shall remain.
 4. If the bargaining unit members continue to remain equal, the administration will make the decision.
 5. The foregoing shall apply to bargaining unit members hired after July 1, 1982. The seniority list will continue as published for those employed prior to July 1, 1982.
- C. If the Board anticipates a reduction in staff, it shall, prior to taking any formal action, consult with the Association to receive recommendations; provided, however, that the decision of the Board shall be final.
- D. In the event of a reduction in staff, the order of reduction shall be:
1. Probationary bargaining unit members shall be laid off first according to certification, qualifications and seniority.
 2. Tenured bargaining unit members shall be laid off only after all probationary bargaining unit members have been laid off unless no tenured bargaining unit member possesses the certification and qualifications for a position held by a probationary bargaining unit member.
 3. Tenured bargaining unit members shall be laid off according to certification, qualifications defined as below in section F, and seniority.

- E. In the event it becomes necessary to reduce the number of bargaining unit members through layoff, or to reduce the number of bargaining unit members in a given subject area, field, or program, or to eliminate or consolidate positions, the Board shall determine the order of layoff; provided, however, such action shall not be contrary to section D. The Board shall give thirty (30) calendar days notice of layoff to affected bargaining unit members.
- F. Qualifications shall be defined as NCA standards in grades 7-12, and a major or minor and a W.S.I. for physical education in grades 7-12.
1. The North Central Association standards referred to above are those found in North Central Association "Policies and Standards for Approval of Secondary Schools", most recent edition.
 2. Upon request the Board shall provide each bargaining unit member who is certified to teach in grades 7-12, with a copy of the NCA standards together with copies of the unit member's transcripts which are on file with the Assistant Superintendent for Human Resources.
- G. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said bargaining unit member at his/her last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address. The bargaining unit member's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the bargaining unit member. If a bargaining unit member fails to report to work within ten (10) calendar days from the date of sending the recall notice, unless an extension is granted in writing by the Board, said bargaining unit member shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
- H. Any bargaining unit member on layoff shall be recalled in inverse order of layoff provided s/he is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are bargaining unit members of the District who are laid off unless there are no laid off bargaining unit members with the proper certification and qualifications to fill any vacancy which may arise.
- I. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off bargaining unit members and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off bargaining unit member's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement except that the bargaining unit member shall receive the pro-rata portion of the twelve (12) month fringe benefit year earned through the last day of employment.
- J. Should a laid off bargaining unit member fail to accept recall to a position which is equivalent to that occupied at the time notice of layoff was issued, the bargaining unit member shall forfeit his seniority and employment rights under this Agreement.
- K. In the event that a present administrator is transferred to a bargaining unit position, his/her assignment within the bargaining unit shall be determined by his/her tenure status, certification, qualifications as defined in Section F of this Article and seniority status based on total length of service in the District.

- L. Any persons employed in administrative positions subsequent to September 1, 1982 and who shall later be transferred to a bargaining unit position, shall be assigned based on his/her tenure status, certification, qualifications as defined in Section F of this Article and seniority status based on total length of teaching service in the District.

ARTICLE XVII: Leaves of Absence

A. Paid Leaves of Absence

1. Ten (10) days of sick leave shall be granted each school year with unlimited accumulation. Bargaining unit members employed for less than a full school year shall receive a pro-rata portion of days.

- a. Each absence taken by a bargaining unit member must be reported to the Capital Area Sub System [CASS]. The District will provide members with a quick reference card which lists instructions for use and reason numbers to be used. Members must first call the system to register and receive their personal identification number [Personal Identification Number (PIN)].

It is the bargaining unit member's responsibility to inform the system of the correct date, time and reason for the absence and to retain the job number that is assigned to each absence for purposes of verification.

If a change needs to be made to an absence that has been reported, it is the member's responsibility to send a fax to the CASS Administrator at 676-8007 and a copy to the Human Resources Office, including the job number and all information pertinent to the change.

- b. The Employer may, for good cause, request a statement from the bargaining unit member's physician regarding his/her fitness to perform his/her duties.
- c. The Board reserves the right to require a physical or mental examination at the Board's expense and by a doctor of its choice should it seem in the best interest of the District.
- d. A written medical statement shall be mandatory commencing the eighth (8th) consecutive workday of absence. Further, such a statement shall be mandatory in all cases of absence covered by Worker Compensation regardless of the length of absence.
- e. A written statement from an attending physician also shall be mandatory following any period of hospitalization.
- f. A bargaining unit member may use sick leave for pregnancy in the same manner as for any other disability for which sick leave is allowed and may continue in active employment as late into her pregnancy as she is physically able to perform all of the duties of her position.

- g. A bargaining unit member who is adopting a child shall be entitled to use twenty (20) days of his/her accumulated sick leave. Said leave shall commence upon the advice and/or requirements of the adoption agency.

Should both husband and wife be employed in the bargaining unit, each shall be entitled to use his/her sick leave as set forth herein.

- h. When a bargaining unit member has exhausted his/her accumulated sick leave, he/she shall be placed on a health and hardship leave as provided in section B.2 of this Article.
2. From accumulated sick leave, five (5) days per period of illness of a parent, spouse, child or person for whom the bargaining unit member is principally responsible shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her family; otherwise the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance. In emergencies, additional leave days, as available, will be granted on approval of the bargaining unit member's supervisor.
 3. From accumulated sick leave, a maximum of ten (10) days may be granted at the time of death in the immediate family. The term "immediate family" is defined as: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-brother, step-sister, step-child, or a person for whom the bargaining unit member is principally responsible.
 4. From accumulated sick leave, one (1) day may be granted for attendance at a funeral of a person outside of the immediate family. If additional time is needed, it may be requested as business leave.
 5. Two (2) days a year beyond the sick leave allowance may be used for business.
 - a. Business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal school hours.
 - b. Bargaining unit members shall be granted business leave upon written notification to the Assistant Superintendent for Human Resources at least three (3) working days in advance of the anticipated leave. In cases of unanticipated need for business leave, the bargaining unit member shall apply as soon as possible.
 - c. It is understood that such leave shall not be used for recreational purposes, or to extend a holiday and/or vacation.
 - d. In the event of an emergency requiring leave prior to or following such holiday and/or vacation, the bargaining unit member shall state the reason for leave.
 - e. Business leave not used during the school year shall accrue as sick leave in the following year.

6. A bargaining unit member shall request permission from his/her principal or supervisor, as appropriate, in advance of attending any conference within the state of Michigan. Conferences outside the state of Michigan require Board approval.
 - a. Permission will be governed by the availability of a substitute, or special building situations, and the principal's judgment as to the needs of and/or benefits to the bargaining unit member and the programs or activities concerned.
 - b. Expenses will be allowed as follows: The Board adopted mileage allowance for automobile; the salary of a substitute if one is employed; lodging, actual cost (normally not to exceed \$55.00 per night); meals (not to exceed \$30.00 per day); registration fee; and if transportation is by public carrier, the most economical means.
 - c. Any bargaining unit member may make application to the principal to attend a conference at his/her own expense, except that the cost of a substitute shall be borne by the Board. Verbal or written reports may be required.
7. A bargaining unit member shall request permission from his/her principal or supervisor in advance of making any visitation. Visitations shall be within the state of Michigan.
 - a. Permission will be governed by the availability of a substitute, special building situations, and the number of visitations previously made. No permission will be granted for the day preceding or the day following holidays and vacations, or the first and last day of the school year.
 - b. Reimbursable expenses will be limited to the salary of a substitute if one is employed.
8. Visitations made by a bargaining unit member at the request of the Board shall not be subject to the limitations in Section 7 above. Expenses for visitations outside the District shall be allowed as outlined in Section 7.b above.
9. Leave will be granted for appearance in court necessitated by a school-related incident.
10. Leave will be granted for attendance at a particular function when required by the Board.
11. Leave will be granted for jury duty. The Board shall pay the bargaining unit member's regular pay provided the bargaining unit member remits the pay received for jury duty to the Business Office.
12. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board may, in its sole discretion, grant sabbatical leaves for study provided:
 - a. No more than one (1) bargaining unit member in the District shall be on sabbatical leave at any one time except in approved circumstances.
 - b. Requests shall be submitted to the Superintendent in writing on or before February 1, and finalized by May 1, of the school year in which the leave is requested.

- c. The bargaining unit member shall have worked at least seven (7) full consecutive years in the District.
 - d. The bargaining unit member shall agree to remain in the employ of the District for a period of not less than one (1) year following his/her return from sabbatical leave. The study to be pursued during the sabbatical leave shall be applicable to the field of education as determined by the Superintendent. Changing the proposed course of study without approval may result in withdrawal of the leave.
 - e. The bargaining unit member will be required to file periodic reports at such times as may be mutually agreed upon between the Superintendent and the bargaining unit member.
 - f. Approval for said leave will be contingent upon securing a certified teacher who is qualified to assume the applicant's duties while on leave.
 - g. Upon return, the bargaining unit member shall be entitled to advance to the next step on the salary schedule provided all of the requirements of the sabbatical leave have been, in the judgment of the Superintendent, fulfilled satisfactorily.
 - h. The compensation of a bargaining unit member on sabbatical leave shall be half of his/her annual base salary rate. During the sabbatical leave, the provisions of sabbatical leave shall apply, and the Board will continue to pay insurance premiums on behalf of the bargaining unit member. The bargaining unit member will be paid on the payroll dates established for that particular school year.
 - i. Upon return from a sabbatical leave, the bargaining unit member shall be returned to the same position from which the leave was taken or, to an equivalent position for which s/he is certified and qualified.
13. The Board shall grant up to twenty (20) full days of leave each year to the Association for the purpose of conducting Association business subject to the following:
- a. The Association agrees to reimburse the Board for the substitute's pay.
 - b. With the exception of the Association President, any one (1) bargaining unit member shall be limited to a maximum of five (5) days of Association leave in any given school year.
 - c. The Association President shall endorse requests for the use of Association leave days.
 - d. Attendance at conferences sponsored by the NEA, MEA or affiliated organizations which relate to curriculum are to be authorized via the procedure outlined in Section A.6., and shall not be counted as Association leave days.
 - e. Association leave shall not be granted for activities in relation to or in support of any work stoppage or strike.

B. Unpaid Leaves of Absence

1. Upon request, a bargaining unit member shall be entitled to an unpaid parental leave of absence for a period of up to one (1) year. Said parental leave shall be available for the birth of a child, the placement of a child for adoption or foster care and for the first year care of a child.
 - a. A pregnant bargaining unit member may commence leave before or after the birth of her child. In the latter case, the leave is available to the bargaining unit member at the termination of her disability. In the event of the child's death and upon the bargaining unit member's request, the parties to this Agreement may mutually agree to terminate the leave.
 - b. A bargaining unit member shall notify the District in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon receipt of the requisite information.
 - c. The bargaining unit member and the District may mutually agree that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday.
 - d. For bargaining unit members who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of the leave:
 - i. Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period.
 - ii. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
 - e. Upon return, a tenured bargaining unit member shall be returned to the same position from which the leave was taken if such position exists, or, if such position has been eliminated, to an equivalent position for which he/she is certified and qualified.
 - f. Upon return, a probationary bargaining unit member shall be re-employed provided there is a vacancy for which the bargaining unit member is certified and qualified.

- g. In case of reduction in staff during the leave period, the provisions at Article XVI shall govern.
 - h. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.
2. Any Bargaining unit member whose personal illness extends beyond the period covered by accumulated sick leave and who qualifies for long-term disability shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one (1) calendar year from the date of inception of the illness or disability.
- a. Upon recovery, the bargaining unit member shall be required to submit a physician's statement attesting to the bargaining unit member's ability to fully perform the duties of his/her position.
 - b. Pursuant to the provisions of section A. 1. c., the Board reserves the right to require an examination by a physician of the Board's choice and at its expense. In the event of a conflict between the statement from the bargaining unit member's physician and that of the Board's regarding the bargaining unit member's fitness to return, the statement from the Board's physician shall be controlling.
 - c. In the event the bargaining unit member presents acceptable evidence of recovered health as provided in section B. 2. a. within one (1) year from the date he/she last worked, the bargaining unit member shall be reinstated to the same position he/she vacated, provided it still exists, or an equivalent position, if the same position no longer exists.
 - d. Should the illness or disability be of such an extent that the bargaining unit member is unable to present acceptable evidence of recovered health within one (1) year, the bargaining unit member may be re-employed provided there is a vacancy for which the bargaining unit member is qualified at the time of recovery.
 - e. The Board reserves the right to fill a position which is vacant due to health and hardship with a long-term substitute.
3. Bargaining unit members who have been employed for at least twelve (12) months and who work at least half time, shall be eligible for twelve (12) weeks of a family medical leave during each fiscal year, July 1 to June 30.
- a. A bargaining unit member may take a combined total of twelve (12) work weeks of family medical leave for the care of a serious health condition of the bargaining unit member's spouse, child or parent, or the bargaining unit member himself/herself where the condition results in the member being unable to perform the responsibilities of his/her position.

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

transfer shall be to an equivalent position with compensation and benefits as provided in this Agreement.

- i. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment, and the medical necessity for the intermittent or reduced leave schedule. When the leave is for a bargaining unit member's spouse, child or parent, the certification shall also state that leave on an intermittent or reduced schedule for the bargaining unit member is necessary for the care of the spouse, child or parent, and will assist in their recovery.
- j. The bargaining unit member may elect to use his/her accumulated sick leave, business leave and/or any combination thereof for all or any part of a leave.
- k. The Board reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the responsibilities of his/her employment. The Board may require that the bargaining unit member obtain subsequent re-certifications on a reasonable basis.
- l. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection i or k above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
- m. A bargaining unit member, upon return from a leave, shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is certified and qualified.
- n. The following provisions shall apply to periods of leaves near the conclusion of an academic term or semester for bargaining unit members who are employed principally in an instructional capacity:

- i. If a bargaining unit member begins a leave five (5) or more weeks prior to the end of a school term/semester, and the period of the leave is more than three (3) weeks, the Board may require the bargaining unit member seeking to return from the leave within the last three (3) weeks of a term/semester to wait to return from the leave until the start of the next term/semester.
 - ii. If a bargaining unit member begins a leave due to the serious health condition of a spouse, child or parent less than five (5) weeks prior to the end of a school term/semester, and the period of the leave is more than two (2) weeks, the Board may require the bargaining unit member seeking to return from the leave within the last two (2) weeks of a term/semester to wait to return from the leave until the start of the next term/semester.
 - iii. If a bargaining unit member begins a leave due to the serious health condition of a spouse, child or parent less than three (3) weeks prior to the end of a school term/ semester, and the period of the leave is more than five (5) work days, the Board may require the bargaining unit member to continue on the leave until the end of the term/semester.
 - o. The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993.
 - p. In recognition of the confidential nature of the required certifications set forth herein, all such information shall be requested by and submitted to the Assistant Superintendent for Human Resources.
4. A bargaining unit member may request a general leave of absence without pay for purposes of pregnancy, child birth, and/or child care for up to one (1) year.
- a. A bargaining unit member requesting said leave of absence shall apply in writing to the Assistant Superintendent for Human Resources at least forty-five (45) calendar days prior to the anticipated date of the commencement of the leave. The request shall set forth the anticipated beginning and ending dates of the leave. In appropriate circumstances, the Employer may, in its discretion, waive the forty-five (45) day notice period.
 - b. Upon return from leave, the bargaining unit member shall be reinstated to the position from which the leave was taken provided said position still exists or if not, to a position for which the bargaining unit member is certified and qualified.
 - c. Should a reduction in staff occur during the leave period, the provisions of Article XVI shall govern.
 - d. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
5. Upon written application, a bargaining unit member who has been employed by the Board for at least five (5) years will be granted an unpaid study leave for a period not to

exceed one (1) school year; provided, however, no more than three (3) bargaining unit members will be on study leave in any given year. If more than three (3) applications are filed for any given year, applications will be considered in order of the filing dates.

- a. A bargaining unit member planning to take such leave shall give written notice to the Assistant Superintendent for Human Resources as soon as possible prior to the school year in which the leave will be taken and shall file a formal written application no later than April 1 of said preceding year.
 - b. Leave shall not be granted unless the Board has employed a suitable replacement for the bargaining unit member by June 15.
 - c. If no replacement has been employed, the bargaining unit member shall not be granted leave under this provision but may apply and shall be granted a general leave, subject to the terms and conditions applicable to such leave, as provided elsewhere in this Agreement.
 - d. Upon return from leave, a bargaining unit member shall be reinstated to the position from which the leave was taken provided said position still exists or if not, to a position for which the bargaining unit member is certified and qualified.
 - e. The bargaining unit member will be required to take at least nine (9) semester hours of credit each semester or nine (9) term hours each quarter at an institution of higher education which is accredited by the North Central Association of Colleges and Secondary Schools, or its equivalent.
 - f. The bargaining unit member will advance on the salary schedule as he/she would have advanced had he/she been employed by the Board.
 - g. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
 - h. Should a reduction in staff occur during the leave period, the provisions of Article XVI shall govern.
 - i. Bargaining unit members shall provide written notice to the Assistant Superintendent for Human Resources of his/her intent either return or resign by March 1 of the year in which the leave expires.
6. A leave of absence shall be granted to a bargaining unit member who is inducted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States or shall be granted a leave in accordance with federal or state law. Upon completion of such service, reinstatement shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments and seniority shall accrue.
 7. The Board may grant a general leave. The following conditions apply to general leaves under this Article.
 - a. A bargaining unit member shall acquire tenure to be eligible for a general leave.

- b. Requests for general leave shall be submitted in writing by May 1. Bargaining unit members requesting a general leave shall indicate the reason for which the leave is requested.
 - c. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.
 - d. Salary increments shall not accrue.
 - e. Sick leave shall not accrue, but unused sick leave held at the start of the leave, shall be retained.
 - f. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
 - g. The bargaining unit member shall provide written notice to the Assistant Superintendent for Human Resources of his/her intent to either return or resign by March 1 of the year in which the leave expires, except that second semester leaves shall have a May 1 notification date.
 - h. Reinstatement during the school year shall be at the discretion of the Board. A bargaining unit member who provides timely notice of his/her intent to return for the following year, and who meets the other leave provisions shall be returned to a position for which the bargaining unit member is certified and qualified.
8. A leave of absence of up to two (2) years shall be granted to any bargaining unit member upon application for the purpose of serving full time in an elective office of the MEA or NEA.

ARTICLE XVIII: Compensation

- A. The basic salaries of bargaining unit members shall be as set forth in Appendix A which is attached to and incorporated into this Agreement. Said salaries shall remain in effect for the designated periods.
1. Pay periods shall be every two (2) weeks during the entire year. The pay periods may be based on either a ten (10) or twelve (12) month year at the option of the bargaining unit member. Unless the Assistant Superintendent for Human Resources is notified otherwise by no later than August 1, the bargaining unit member will be presumed to have selected the twelve (12) month plan. Those selecting the ten (10) month plan shall remain on this plan for the entire school year.
 2. Bargaining unit members on the twelve (12) month plan shall notify the Assistant Superintendent for Human Resources no later than April 1 if they wish a lump sum payment at the end of the school year.
 3. The twelve (12) month lump sum plan shall continue in effect from year to year unless revoked by April 1 in any school year.

4. Once designated, the ten (10) month pay plan shall continue in effect from year to year unless revoked by the bargaining unit member prior to August 1 in any school year.
 5. When a regular pay day occurs within a vacation period during the school year, that pay day shall be advanced to the last day prior to the beginning of said vacation period, provided that no more than one (1) pay period shall be advanced with respect to any vacation period.
- B. Upon employment with the District, bargaining unit members may be granted up to full credit on the salary schedule for years of outside teaching experience in a school district accredited by a recognized accrediting agency. Such experience credit will be determined by the Superintendent. The Superintendent may, in his/her discretion, grant up to full credit on the salary schedule for experience related to K-12 teaching.
- C. If a bargaining unit member receives an overpayment of funds for salary or other amounts and it has been determined that there has been such an overpayment, the Board will, pursuant to MCLA 408.477; MSA 17.277(2), deduct the overpayment from the bargaining unit member's wages. If the overpayment has occurred over a period of time, such deductions shall also be made over an equal amount of time.
- D. Upon qualification for additional salary due to an advanced degree and/or additional hours, a bargaining unit member shall be advanced to the appropriate new salary schedule at the beginning of each semester.
1. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Assistant Superintendent for Human Resources with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed said hours and/or degree from the college registrar shall be deemed sufficient documentation. An official transcript of the work shall be submitted as soon thereafter as possible.
 2. A bargaining unit member who submits the necessary documentation in accordance with section 1 above, shall be paid retroactive to the first day of the semester in question.
 3. A unit member who submits the necessary documentation after September 30 and/or after January 30 shall not be entitled to retroactive pay, but shall qualify with the first pay of the next semester.
 4. In order to be approved, additional degrees and/or hours shall be applicable to the teaching field unless otherwise approved by the Assistant Superintendent for Human Resources.
 5. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the credits be earned subsequent to the acquisition of a Master's Degree.
 6. BA+ and MA+ credits must come from approved institutions only. The "Directory of Michigan Institutions of Higher Education" document, produced by the Office of Postsecondary Services, Michigan Department of Labor & Economic Growth shall be the list of approved institutions within the state of Michigan. Non-public institutions of

higher education not within the state of Michigan must have prior approval by the Assistant Superintendent for Human Resources issued on a case-by-case basis.

- E. The MA+10 and MA+20 salary schedules provide incentive compensation to bargaining unit members who pursue and acquire additional professional skills related to their teaching.

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

Accordingly, qualification for credit on the MA+10 and the MA+20 salary schedule shall be governed by the following:

1. The terms, "course work," as used herein shall be defined as those college/or university courses that are taken outside of a degree program.
2. SB-CEUs as used herein shall be defined as professional development acquired through seminars, conferences, workshops, etc. 1.5 SB-CEU hours shall be credited as one (1) college/university semester credit hour.
3. The course work or SB-CEUs shall have been approved in advance by the Assistant Superintendent for Human Resources.
4. The course work or SB-CEUs shall have been pursued at times other than during the bargaining unit member's scheduled workday.
5. The cost(s) of course work or SB-CEUs, if any, shall not be borne by the District.
6. Upon qualification for additional salary due to additional hours including SB-CEUs, a bargaining unit member shall be advanced to the appropriate new salary schedule at the beginning of each semester.
 - a. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Assistant Superintendent for Human Resources with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed additional hours from the college registrar shall be deemed sufficient documentation. An official transcript of the work shall be submitted as soon thereafter as possible.
 - b. Written confirmation from the program sponsor that the bargaining unit member has completed the number of SB-CEU hours of instruction previously approved by the Assistant Superintendent for Human Resources or a SB-CEU certificate will be deemed sufficient documentation.
7. A bargaining unit member who submits the necessary documentation in accordance with section 6 above, shall be advanced to the appropriate salary schedule effective the first day of the semester in question and paid retroactive to the first day of that semester.

8. A bargaining unit member who submits the necessary documentation after September 30 and/or after January 30 shall be advanced to the appropriate salary schedule effective the first day of the succeeding semester and shall not be entitled to retroactive pay.
 9. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the hours or SB-CEUs be earned subsequent to the acquisition of a Master's Degree.
- F. Longevity as set forth in Appendix A is payment for continued service in the District.
1. Bargaining unit members who do not complete a full school year at steps 16, 20, 24 and 28 will receive a pro-rata share of the longevity payment for that school year based on the number of contract days worked compared to the total number of contract days in that year.
 2. A bargaining unit member at steps 15.5, 19.5, 23.5, 27.5 or higher at the commencement of any given school year will receive one-half (1/2) of the longevity step that school year. For example, if the bargaining unit member is placed on step 15.5 of the salary schedule at the beginning of the 2004-2005 school year, s/he shall receive \$486.00 which is half of the \$972.00 longevity payment at step 16. Such payment shall be remitted in equal installments on the established pay periods.
- G. If by mutual consent, a bargaining unit member shall teach more than the normal teaching load as set forth in Article VIII, he/she shall receive an additional one-sixth (1/6) of his/her annual base salary for the duration of said assignment.
- H. A bargaining unit member required in the course of his/her work to drive his/her personal automobile, shall receive the IRS allowance as of July 1 each year for travel within and outside of the District provided he/she receives prior written approval. Unit members who travel regularly shall receive approval and reimbursement every three (3) months.
- I. Extra-duty assignments shall be compensated in accordance with Appendix B which is attached to and incorporated into this Agreement.

ARTICLE XIX: Insurance Benefits

- A. The Employer shall pay the premiums for one (1) of the following MESSA Plans for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. Bargaining unit members not electing Plan A will select Plan B.
1. Plan A
 - a. Super Care 1 (with XVA2Rider and \$5/10 Drug Card) or TRIMED
 - b. Delta Dental Plan E-007 with internal and external COB
 - c. \$25,000 Life Insurance with AD & D
 - d. Vision Care, VSP 2
 2. Plan B

The Employer shall provide a cash option of \$475.00 for 2004-2005 year to be increased each year by the percent of the salary increase in lieu of health benefits. Bargaining unit members may elect to apply the cash toward any of the MESSA non-taxable variable health options and/or an annuity as defined by Section 403[b] of the Internal Revenue

Code. Bargaining unit members who elect to continue the annuity option may do so by entering into a salary reduction agreement with the Employer.

Delta Dental Plan E-007 with internal and external COB
\$30,000 Life Insurance with AD & D
Vision Care, VSP 3

3. Should a husband and wife both be employed in a bargaining unit position, one will be eligible to select Plan A and the other will be eligible to select Plan B.
4. In addition to the foregoing, the Employer shall pay the premiums for MESSA long-term disability insurance to provide the following:

70% of salary
\$5,000 maximum per month payment
2 year Waiver of Premium on health care included
All other income off-sets
2 year limit nervous/mental, alcohol and substance abuse
2 year own occupation provision
60 calendar modified fill waiting period

B. The Employer shall pay the premiums for the bargaining unit member who works half-time, the unit member's designation of one (1) of the following MESSA health options for a full twelve (12) month period.

1. Plan A

- a. Supercare 1 with XVA2 rider and \$5/10 drug card. An amount equal to the Board-paid base rate of the Single Subscriber premium for Super Care 1 to be applied toward Super Care 1 or
- b. TriMed. An amount equal to the board paid portion of the single subscriber premium for TriMed will be applied for TriMed.

2. Plan B

An amount equal to \$475 for 2004-2005 year to be increased each year by the salary percent increase, to be applied toward the following:

Delta Dental Plan E-007 with internal and external COB
\$25,000 Life Insurance with AD & D
Vision Care, VSP 2.

- a. Any remaining balance will be remitted in cash. Bargaining unit members may elect to apply the cash toward any of the MESSA non-taxable variable health options and/or an annuity as defined by Section 403[b] of the Internal Revenue Code. Bargaining unit members who elect to continue the annuity option may do so by entering into a salary reduction agreement with the Employer. [In addition to the foregoing, the Employer shall pay the premiums for long-term disability as set forth in A(4) above.]

- 70% of salary
- \$5,000 maximum per month payment
- 2 year Waiver of Premium on health care included
- All other income off-sets
- 2 year limit nervous/mental, alcohol and substance abuse
- 2 year own occupation provision
- 60 calendar modified fill waiting period

b. Should the bargaining unit member be covered by dental and/or vision insurance through a spouse, s/he may waive her/his right to the same through the Employer in which case the appropriate dollar amount will be applied to the cost of the remaining portion of the above program and the balance may be applied toward any of the MESSA non-taxable variable health options and/or an annuity, as defined in Section 403(b) of the Internal Revenue Code.

C. Effective September 1, 2004, the Board's contribution for health care premiums will be as follows:

Super Care 1		TriMed	
Single Subscriber	\$377.75	Single Subscriber	\$422.64
Two Person	\$852.47	Two Person	\$950.91
Full Family	\$941.79	Full Family	\$1045.77

Effective September 1, 2005, the 2004-2005 base rates above will be automatically increased by 5%. In the event the health plan rates exceed 10%, the percentage increase above 10% will be split and will serve to further increase the base rates. (i.e., if the premiums increase by 12%, the base rate will increase by 6% rather than 5%).

1. Effective September 1, 2006, the 2005-2006 base rates will be automatically increased by 5%. In the event the health plan rate increase exceeds 10%, the percentage increase above 10% will be split and will serve to further increase the base rates. (i.e., if the premiums increase by 12%, the base rate will increase by 6% rather than by 5%).
2. Effective September 1, 2007, the 2006-2007 base rates will be automatically increased by 5%. In the event the health plan rate increase exceeds 10%, the percentage increase above 10% will be split and will serve to further increase the base rates. (i.e., if the premiums increase by 12%, the base rate will increase by 6% rather than by 5%).

D. The Employer has adopted a qualified plan under which bargaining unit members receive cash in lieu of medical coverage offered by the Employer, including a salary reduction agreement, which complies with Section 125 of the Internal Revenue Code, thereby permitting a bargaining unit member to reduce salary by the amount of any health insurance premium before federal, state and FICA taxes are deducted. Bargaining unit members may enter into a salary reduction agreement with the Employer for the purposes of paying the difference between the premiums paid by the Employer and the cost of his insurance program and having same payroll deducted with pre-tax dollars.

- E. The insurance year for all eligible bargaining unit members shall be September 1 through August 31.
- F. Insurance provided by the Board under the health insurance options above, shall cover the bargaining unit member only, or the bargaining unit member and his/her spouse, or full family coverage, as the bargaining unit member is eligible. Half-time bargaining unit members shall be covered as specified in section B above.

The Board will provide the opportunity for each bargaining unit member to purchase domestic partner insurance rider SMB67 at the member's sole expense for:

Super Care 1 (with XVA2 Rider and \$5/10 Drug Card) or TriMed (with XVA2 Rider)
Delta Dental Plan E-007 with internal and external COB
Vision Care VSP 2

Domestic partner eligibility will be determined by MESSA, and all premium charges for the domestic partner will be billed directly to the employee by MESSA. The Board will not be responsible for any charges or associated premium costs for a domestic partner.

Sponsored dependents may be enrolled in hospital medical insurance benefits provided the bargaining unit member pays the premiums in advance in equal installments through payroll deductions. Where the bargaining unit member is on school year payroll, the summer premiums will be collected in advance throughout the school year.

- G. In order to provide for an orderly transfer of coverage for bargaining unit members wishing to change options, an open enrollment period shall be designated in cooperation with the carrier annually.
- H. Once coverage is designated, it shall not be altered except as birth or adoption, marriage, social security eligibility or death or change in dependent status is involved or until the next open enrollment period. Bargaining unit members are required to notify the Human Resources office of any such changes within thirty (30) calendar days of the change. Bargaining unit members failing to do so shall reimburse the District for any unnecessary premiums paid on the bargaining unit member's behalf.
- I. Failure to make use of all or any part of the maximum possible premium coverage available shall not make any funds transferable to cash or other form of benefit for the benefit of the bargaining unit member or others.
- J. For present bargaining unit members, the Board shall continue its contribution toward such benefits the first of the month following ratification.
- K. For new bargaining unit members employed and on the job on or before the 15th day of any month, the contribution shall begin the first of the following month. For those employed subsequent to the 15th of any month, the contribution shall begin the first of the second succeeding month, except that bargaining unit members employed for a new school year, shall be covered beginning September 1.

- L. For bargaining unit members leaving the payroll prior to the 15th of any month, the contributions shall cease with that month. The Board will consider a bargaining unit member to have left the payroll at the end of ten (10) working days after the bargaining unit member is not working and has exhausted sick leave and business leave. If this day falls on or before the 15th of the month, the bargaining unit member will assume next month's premium and if this day is after the 15th of the month, the Board will pay next month's premium with the bargaining unit member paying subsequent premiums. In determining the question of "leaving the payroll," the date of actual payment to the bargaining unit member will not be used for any purpose.
- M. For bargaining unit members leaving the payroll for reasons of health, their health and LTD insurance will be continued by the Board for two (2) additional months.
- N. Bargaining unit members who resign effective at the end of a school year after having been employed the entire school year, shall have their Board-paid insurance coverages extended through the following August 31.
- O. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his/her fringe benefits for up to one (1) year through the Employer by paying the group premiums in advance.
- P. Bargaining unit members are covered by the Worker Compensation Act for work-related injury or illness. In the event of a work-related injury or illness, the bargaining unit member shall be paid at his regular rate, but time lost from work is chargeable against the bargaining unit member's accumulated sick leave.

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

ARTICLE XX: Retirement

- A. Upon a bargaining unit member's retirement, in accordance with the requirements of the Michigan Public School Employees Retirement Act, a terminal leave pay as determined by the greater of (1), (2) or (3) below will be paid into a special pay 401(a) plan if the bargaining unit member has at least ten (10) years of continuous employment with the District.
 - 1. \$100.00 per year of employment in the District, or
 - 2. A sum equal to 50% of the current wage for each accumulated leave day. Section 2 is limited to a sum up to twice the amount calculated by (1), or
 - 3. \$50 per unused sick day, with no limit on accumulation.
- B. As an assistance for early retirement, the Board agrees to provide those bargaining unit members electing early retirement in accordance with the provisions of the State Retirement Act, a one-time assistance payment into a special pay 401(a) plan according to the schedule below:

1st period of eligibility under MPSERS	\$8,500
2nd period of eligibility under MPSERS	7,000
3rd period of eligibility under MPSERS	6,000
4th period of eligibility under MPSERS	5,000
Thereafter	-0-

1. The terms, "period of eligibility under MPSERS" shall be defined as the first year that the bargaining unit member becomes eligible for full retirement benefits under the Act.
 2. If a bargaining unit member's birthday falls during the school year, s/he shall be able to complete the school year, but shall not be able to start the following school year without an adjustment in the period of eligibility.
 3. The assistance payment may be made in a lump sum, 21 or 26 pays whichever method the bargaining unit member selects, the payments to begin at a date within one (1) year of the retirement date, as specified by the bargaining unit member.
 4. Benefits under this provision shall terminate upon the death of the retiree as it is not intended as a benefit for survivors. The bargaining unit member must meet state requirements for retirement. "Retirement" means that the bargaining unit member shall make application for benefits under the Michigan Public School Employees Retirement Act.
 5. The bargaining unit member will not receive the assistance payment until s/he has presented proof of retirement from the Michigan Public School Employees Retirement System and submitted an official copy of birth certificate and/or official proof of birth.
 6. The Board requires thirty (30) days notice prior to the date of retirement. Failure to provide the prescribed notification shall void the bargaining unit member's entitlement to the assistance pay provisions of this Agreement.
 7. To determine the level of assistance pay, the Board will use the age of the bargaining unit member at the time of retirement.
- C. The terminal leave pay described in Section A and the early retirement assistance payment described in Section B shall be paid in the form of a non-elective employer contribution to the District's Special Pay Plan, which shall be adopted no later than December 31, 2004. The employee shall not have the option to direct the payments be contributed to another plan or to elect to receive the payments in cash. The contribution on behalf of an employee shall be made as soon as administratively possible but in no case later than December 31 of the year in which the employee terminates employment with the District.

ARTICLE XXI: Public School Academies

- A. Should the Employer decide to grant a contract to organize and/or operate a Public School Academy, the Association shall be notified prior to same becoming operational.
- B. The wages, hours, terms and conditions of employment of bargaining unit members who work in a Public School Academy shall be governed by the Master Agreement.

- C. Should the Public School Academy provisions of the School Code be amended or repealed, same shall be subject to negotiation between the parties within thirty (30) calendar days of such amendment or repeal.

ARTICLE XXII: Miscellaneous Provision

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member, the Association, the Board or a member of the Board, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement will be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board during the term of this Agreement.
- C. Neither party shall have any control over the selection of the negotiating representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Association, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.
- D. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties to this Agreement in writing and signed amendment to this Agreement.
- E. The parties agree to meet at mutually convenient times during the life of this Agreement to review the language of the Agreement and seek mutual understanding on its interpretation.
- F. Individual contracts between the Board and individual bargaining unit members shall be subject to the terms and conditions of the Master Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, for its duration, shall govern.

ARTICLE XXIII: Alternative Education

- A. The following secondary level provisions will not apply to Alternative Education staff:
 - Article 8 (A) (6) [Planning Time]
 - Article 8 (A) (8) [Maximum of 3 subject preps]
 - Article 8 (A) (9) [Subbing during prep Period]
- B. For purposes of Article 16 (Seniority) Alternative Education Teachers and Social Workers employed on the date of certification by the Michigan Employment Relations Commission (MERC Case No. R00 C-31, will be given seniority for prior service consistent with the provisions of Article 16 (A).
- C. For purposes of Articles 15 (Vacancies, Transfers and Promotions) and 16 (Seniority,

Staff Reductions and Recall), the reassignment of teachers and social workers between the K-12 and alternative education programs is prohibited, unless such transfer would be required under the Michigan Teacher Tenure Act.

- D. Alternative Education staff will participate in open house/student showcase activities.
- E. The following extra duty positions and pay will only be assigned and paid to Alternative Education program staff:

	<u>2004-2005</u>
MEAP Facilitator	\$555.94
School Improvement	\$1,111.86
Boy's Basketball Coach	\$555.94
Co-Ed Basketball Coach	\$555.94
Co-Ed Softball Coach	\$555.94
Enrollment/Recruiting	\$16.68

The above amounts will be increased by same percentage as Appendix A in the second, third and fourth contract years.

ARTICLE XXIV: ESEA and Highly Qualified Teacher Status

- A. The Board and Association recognize that under the federal Elementary and Secondary Education Act (ESEA), sometimes referred to as "No Child Left Behind" Act of 2001, Holt Public Schools must have "highly qualified" teachers in every core subject area teaching assignment no later than June 2006.
- B. Assignments that are considered core subject area assignments will be defined by using the definition of core subject areas within the ESEA legislation and the Michigan Department of Education guidelines.
- C. In order to be considered "highly qualified", teachers *new to the profession* must meet the Michigan State Board of Education's policy for Teacher Certification.
- D. In order to be considered "highly qualified" within a teaching assignment, teachers who are *not new to the profession* will need to meet the following requirements:
 - 1. Hold at least a bachelor's degree
 - 2. Have full State of Michigan teaching certification
 - 3. And meet the requirements of one of the following options:
 - a. Pass the MTTC general elementary examination (elementary teachers) and/or subject area examinations (other than those in which the teacher holds a subject area major) for each subject area in which the teacher teaches.

Individuals who hold the old K-8 or 7-8 "All Subject" designation may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major in the subject. OR

- b. Possess a graduate degree as defined by the Michigan Department of Education's guidelines (content/subject specific or education/content related

degrees) or have evidence of coursework that is equivalent to an undergraduate major (30 semester credits) in any subject area directly related to appropriate level teaching. OR

- c. Achieve National Board Certification or credentialing in any subject(s) at an appropriate development level(s). OR
- d. Meet the conditions of the portfolio process in Attachment 1.

E. For the purpose of Section D (3) above, an ESEA Committee shall be established to conduct an assessment of the option selected and pursued by each teacher seeking "highly qualified" status. The Committee shall be composed of six (6) committee members; three (3) appointed by the Superintendent and three (3) appointed by the Association. Any participation on this committee shall be voluntary. The Committee shall make a determination whether each teacher pursuing "highly qualified" status has met "highly qualified" status through one of the above four (4) options.

F. The Board of Education and the Association acknowledge that a teacher assigned to a designated core subject area must by the end of the 2005-2006 school year be required by the ESEA to be "highly qualified" (as defined above). A teacher who is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for, provided he/she is "highly qualified" for the vacancy. They further agree that if there is no vacancy for which said teacher is "highly qualified", said teacher shall be treated under Article XVI Seniority, Staff Reduction, and Recall provisions of this Agreement as if his/her current position had been eliminated.

ARTICLE XXV: Duration of Agreement

This Agreement shall become effective upon ratification by the parties through June 30, 2008. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. At a time mutually agreeable, but not later than April 1, 2008, the parties shall meet to begin negotiations on a successor agreement.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY _____
Its President Date

BY _____
Its President Date

BY _____
Its Secretary Date

BY _____
Its Secretary Date

BY _____
Chairman, Negotiation Committee Date

BY _____
Chairman, Negotiation Committee Date

APPENDIX A: 2004-2005 Salary Schedule

Step	BA	BA + 20	MA	MA + 10	MA + 20
1	\$36185	\$36185	\$36185	\$36185	\$36185
2	\$37379	\$37636	\$39486	\$39486	\$39486
3	\$38598	\$39100	\$40395	\$40395	\$40395
4	\$40342	\$41303	\$42775	\$42775	\$42775
5	\$42147	\$43502	\$46061	\$46061	\$46061
6	\$44172	\$45926	\$48452	\$49463	\$50946
7	\$46201	\$48348	\$51290	\$52407	\$53979
8	\$48227	\$50771	\$54127	\$55402	\$57065
9	\$50370	\$53187	\$57057	\$58402	\$60155
10	\$52389	\$55695	\$59980	\$61443	\$63287
11	\$55056	\$58585	\$63510	\$65103	\$67093
12	\$57342	\$61022	\$66152	\$67807	\$69842

The additional credits +10, +20 refer to additional semester hours

Longevity 2004-2005

- \$972 at Step 16
- \$972 at Step 20
- \$972 at Step 24
- \$972 at Step 28

APPENDIX A: 2005-2006 Salary Schedule

2.00 % minimum increase

2.25% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2005-2006 is 4.0% or more (e.g. if the Foundation Revenue increases by 4.2%, then the salary matrix would be increased by 2.25% rather than 2.0%)

2.50% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2005-2006 is 4.5% or more (e.g. if the Foundation Revenue increases by 4.7%, then the salary matrix would be increased by 2.50% rather than 2.0%)

2.75% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2005-2006 is 5.0% or more (e.g. if the Foundation Revenue increases by 5.3%, then the salary matrix would be increased by 2.75% rather than 2.0%)

APPENDIX A: 2006-2007 Salary Schedule

2.00 % minimum increase

2.25% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2006-2007 is 4.0% or more (e.g. if the Foundation Revenue increases by 4.2%, then the salary matrix would be increased by 2.25% rather than 2.0%)

2.50% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2006-2007 is 4.5% or more (e.g. if the Foundation Revenue increases by 4.7%, then the salary matrix would be increased by 2.50% rather than 2.0%)

2.75% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2006-2007 is 5.0% or more (e.g. if the Foundation Revenue increases by 5.3%, then the salary matrix would be increased by 2.75% rather than 2.0%)

APPENDIX A: 2007-2008 Salary Schedule

2.00 % minimum increase

2.25% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2007-2008 is 4.0% or more (e.g. if the Foundation Revenue increases by 4.2%, then the salary matrix would be increased by 2.25% rather than 2.0%)

2.50% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2007-2008 is 4.5% or more (e.g. if the Foundation Revenue increases by 4.7%, then the salary matrix would be increased by 2.50% rather than 2.0%)

2.75% increase if the Holt Student Foundation Revenue (Property Tax, Per Pupil Grant, number of Students) for 2007-2008 is 5.0% or more (e.g. if the Foundation Revenue increases by 5.3%, then the salary matrix would be increased by 2.75% rather than 2.0%)

Notes to Salary Schedule:

1. For the 2005-2006 through 2007-2008 school years the Association will determine how the dollar amount equated as percent salary increase listed above will be applied to the salary schedule and to the employees' insurance premium co-pay.

The Board will notify the Association president of the insurance rates within two weeks of receiving them.

Once an adjustment is approved by the Association, the Board will notify the members of their salary schedule and applicable insurance payments.

2. The additional salary schedule increases above, if warranted, will be started in a payment retro-active to the beginning of the school year. This payment will be made two payroll periods after the first fall student count day of the year and the determination of the state foundation amount for that school year.

APPENDIX B: Extra-Duty Positions and Salaries

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

Athletics

Baseball/Softball		
Varsity Coach	9%	
Junior Varsity Coach	7%	
9 th Grade Coach	6%	
Basketball		
Varsity Coach	10%	
Junior Varsity Coach	8%	
9 th Grade Coach	7%	
8 th Grade Coach	6%	
7 th Grade Coach	5%	
Bowling		
Varsity Coach	7%	
Cheerleading		
Varsity & Junior Varsity Advisor	<u>Fall</u> 5%	<u>Winter</u> 5%
8 th & 9 th Grade (winter) Advisor	3%	4%
Dance		
Varsity Coach	5%	
Junior Varsity Coach	4%	
Cross Country		
Varsity Coach	7%	
Assistant Coach	6%	
Football		
Varsity Coach	10%	
Junior Varsity Coach	8%	
Head 9 th Grade Coach	7%	
Assistant Varsity Coaches	7%	
Assistant Junior Varsity Coaches	7%	
Assistant 9 th Grade Coaches	7%	
Golf		
Varsity Coach	7%	
Junior Varsity Coach	5%	
Gymnastics		
Varsity Coach	9%	
Hockey		
Varsity Coach	9%	
Lacrosse		
Varsity Coach	7%	
Soccer		
Varsity Coach	9%	
Junior Varsity Coach	7%	
Assistant to Varsity Coach	7%	
Special Olympics	7%	

Swimming		
	Varsity Coach	9%
	Diving Coaches	7%
	9 th Grade Coach	5%
Tennis		
	Varsity Coach	7%
	Junior Varsity Coaches	5%
Track		
	Varsity Coach	9%
	Junior Varsity Coaches	7%
	9 th Grade Coach	5%
	8 th Grade Coach	5%
	7 th Grade Coach	5%
Trainer		6%
Volleyball		
	Varsity Coach	9%
	Junior Varsity Coach	7%
	9 th Grade Coach	6%
	8 th Grade Coach	5%
	7 th Grade Coach	5%
Wrestling		
	Varsity Coach	9%
	Assistant to Varsity Coach(es)	7%
	9 th Grade Coach	6%
Other Duties:		
	Instructional Technology Coordinator	7%
	Safety Patrol	
	Elementary	4%
	Coordinator	1%
	High School Annual Advisor	10%
	Junior High Annual Advisor	2%
	Middle School Annual Advisor	2%
	Debate	7%
	Forensics	4%
	Equations Team Coach	2%
	MCTM Coach	1%
	Destination Imagination	1%
	Science Olympiad Head Coach (Sr. High)	7%
	Science Olympiad Asst. Coach (Sr. High)	5%
	Science Olympiad Ind. Coach (Sr. High)	1% (up to a total of 6%)
	Science Olympiad Coach	

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

9 th Grade Campus	2%
Junior High	2%
Middle School	2%
Elementary	2%
National Honor Society Advisor	5%
Junior Honor Society Advisor (HJHS)	2%
Pre-Honor Society (9 th Grade)	2%
Student Forum	2%
SADD Advisor	2%
PAL Advisor	2%
Peer Resistance Advisor	2%
Events Supervisor	1% (up to 4 supervisors)
Building Science/Health Coordinator	1% per elementary building

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

2. Flat Rate Pay Positions

The following positions shall be paid at the rates below:

K-5, K-7, K-12 Curriculum/Department Chairs	\$1052.00
Subject/Discipline and Elementary Unit Coordinators	
K-4, 5-6, Core Curriculum Building Leaders	\$1377.00
5-6 Grade Level Leaders	\$1377.00
Grades 6-12 Department Chairs/Unit Leaders	
Departments of: 0-3 members (FTE)	\$1226.00
4-6 members (FTE)	\$1401.00
7-9 members (FTE)	\$1576.00
10 or more FTE	\$1739.00
Grades 6-7 Discipline Chairs	\$318.00
3. Strand Chairs	\$121.00
4. District wide School Improvement/Curriculum Council	\$121.00

5. Seminar Rate: \$23.45
The seminar rate refers to extra-duty pay for teachers who are employed by the District to work on curriculum and other responsibilities that do not involve teaching students directly.
6. Teaching Seminar Rate: \$29.27
The teaching seminar rate refers to extra-duty pay for teachers who are employed outside of their normal teaching responsibilities and normal teaching hours to teach students in classes such as driver education/summer school.
7. Should the work year for counselors be extended beyond the negotiated school calendar, said counselors shall receive their per diem rate of pay for such periods of work.
8. As of the first day of work in the 1998-99 school year, bargaining unit members who were entitled to be advanced a step on the salary schedule in the 1997-98 school year due to their years of experience shall be advanced so as to reflect said years of experience.

As of the ninety-first (91st) day of work in the 1998-99 school year, bargaining unit members who were entitled to be advanced a step on the salary schedule in the 1998-99 school year due to their years of experience shall be advanced so as to reflect said years of experience.
9. In those buildings where there are no bargaining unit members who perform bus supervision on a daily basis, the following shall apply:
 1. Prior to September 15 in each school year, the Employer shall post a form on which bargaining unit members may register their interest in serving as a bus supervisor in an emergency situation. Said registration once completed shall be valid for one (1) school year.
 2. The registration form shall be posted in each building for five (5) full workdays.
 3. An emergency situation shall be defined as an unforeseeable circumstance or series of circumstances which are not expected to recur on a predictable basis.
 4. The administration will offer emergency bus supervision duty first to the bargaining unit member who occupied the bus duty position in the 1993-94 school year. Should s/he be unavailable, same shall be offered to a bargaining unit member based upon registered interest and availability at the time of the emergency.
 5. Bargaining unit members who supervise the buses as set forth herein shall be compensated at a minimum of one (1) hour at the seminar rate established at Appendix B of the Master Agreement.

APPENDIX C: 2004-2005 CALENDAR

August 20, 2004	New teachers report
August 23, 2004	Curriculum Leaders' Workshop
August 24, 2004	All Teachers Report – Professional Development in a.m. Teacher work day in p.m.
August 25, 2004	Professional Development
August 26, 2004	Half-day, Teacher Work Day
August 30, 2004	First Day Student Instruction
September 3 - 6, 2004	Labor Day weekend (4 day weekend)
November 3 + 4, 2004	K-12 P/T Conferences (3 sessions – ½ days on 11/3, 11/4 for K-6, ½ day on 11/3 for 7-12 (Evening Conferences on 11/3 & 11/4))
November 5, 2004	No School
November 24-26, 2004	Thanksgiving Holiday
December 20 – December 31, 2004	Winter Holiday
January 17, 2005	MLK – No School K-12 – ½ work day, ½ PD day for 7-12, full day PD for K-6
January 19-21, 2005	JH/SH Exams (3 ½-days)
February 23 + 24, 2005	K-12 P/T Conferences (½ day instruction, ½ day conferences on 2/23 & 2/24 for K-6, ½ day instruction, ½ day conferences on 2/23 for 7-12 + one evening)
February 25-28, 2005	Mid-Winter Break
April 1-8, 2005	Spring Break
May 30, 2005	Memorial Day – no school
June 8-10, 2005	JH/SH Exams (3 ½-days)
June 10, 2005	Last day of school. ½ day for Students; Full Day for Staff

2004-2005 HORIZON ELEMENATRY CALENDAR

August 9, 2004	All Teachers Report – ½ PD – ½ Work
August 10, 2004	First Day Student Instruction
August 24, 2004	Professional Development Day – No Students
September 3 - 6, 2004	Labor Day weekend (4 day weekend)
October 4-15, 2004	Fall Break
October 18, 2004	½ Work Day
November 3 + 4, 2004	K-12 P/T Conferences, Students ½ days Evening Conferences on 11/3 & 11/4
November 5, 2004	No School
November 24-26, 2004	Thanksgiving Holiday
December 20 – December 31, 2004	Winter Holiday
January 17, 2005	MLK – Professional Development Day – No Students
February 14-18, 2005	Mid-Winter Break
February 23 + 24, 2005	K-12 P/T Conferences, Students ½ days Evening Conferences on 2/23 & 2/24
February 25, 2005	No School
April 1-15, 2005	Spring Break
May 27-30, 2005	Memorial Day – 4 day Weekend
June 22, 2005	Last day of school. ½ day for Students; Full Day for Staff
179 student days, 183 teacher days	

APPENDIX C: 2005-2006 CALENDAR

August 19, 2005	New teachers report
August 22, 2005	Curriculum Leaders' Workshop
August 23, 2005	All Teachers Report – Professional Development in a.m. Teacher work day in p.m.
August 24, 2005	Professional Development
August 25, 2005	Half-day, Teacher Work Day
August 29, 2005	First Day Student Instruction
September 2 - 5, 2005	Labor Day weekend (4 day weekend)
November 2 + 3, 2005	K-12 P/T Conferences (3 sessions – ½ days on 11/2, 11/3 for K-6, ½ day on 11/3 for 7-12 (Evening Conferences on 11/2 & 11/3))
November 4, 2005	No School
November 23-25, 2005	Thanksgiving Holiday
December 26 – January 6, 2006	Winter Holiday
January 16, 2006	MLK – No School K-12 – ½ work day, ½ PD day for 7-12, full day PD for K-6
January 18-20, 2006	JH/SH Exams (3 ½-days)
February 15 + 16, 2006	K-12 P/T Conferences (½ day instruction, ½ day conferences on 2/15 & 2/16 for K-6, ½ day instruction, ½ day conferences on 2/15 for 7-12 + one evening)
February 17-20, 2006	Mid-Winter Break
March 31 - April 7, 2006	Spring Break
May 29, 2006	Memorial Day – no school
June 7-9, 2006	JH/SH Exams (3 ½-days)
June 9, 2006	Last day of school. ½ day for Students; Full Day for Staff

2005-2006 HORIZON ELEMENATRY CALENDAR

August 8, 2005	All Teachers Report – ½ PD – ½ Work
August 9, 2005	First Day Student Instruction
August 23, 2005	Professional Development Day – No Students
September 2-5, 2005	Labor Day weekend (4 day weekend)
October 17-28, 2005	Fall Break
November 2 + 3, 2005	K-12 P/T Conferences, Students ½ days Evening Conferences on 11/2 & 11/3
November 4, 2005	No School
November 23, 2005	½ Work Day – ½ Holiday
November 24-25, 2005	Thanksgiving Holiday
December 23 – January 6, 2006	Winter Holiday
January 16, 2006	MLK – Professional Development Day – No Students
February 15 + 16, 2006	K-12 P/T Conferences, Students ½ days Evening Conferences on 2/15 & 2/16
February 17-24, 2006	Mid-Winter Break
March 31 - April 14, 2006	Spring Break
May 26-29, 2006	Memorial Day – 4 day Weekend
June 21, 2006	Last day of school. ½ day for Students; Full Day for Staff

179 student days, 183 teacher days

APPENDIX C: 2006-2007 CALENDAR

August 18, 2006	New teachers report
August 21, 2006	Curriculum Leaders' Workshop
August 22, 2006	All Teachers Report – Professional Development in a.m. Teacher work day in p.m.
August 23, 2006	Professional Development
August 24, 2006	Half-day, Teacher Work Day
August 28, 2006	First Day Student Instruction
September 1 - 4, 2006	Labor Day weekend (4 day weekend)
November 8 + 9, 2006	K-12 P/T Conferences (3 sessions – ½ days on 11/8, 11/9 for K-6, ½ day on 11/8 for 7-12 (Evening Conferences on 11/8 & 11/9))
November 10, 2006	No School
November 22-24, 2006	Thanksgiving Holiday
December 25 – January 5, 2007	Winter Holiday
January 15, 2007	MLK – No School K-12 – ½ work day, ½ PD day for 7-12, full day PD for K-6
January 17-19, 2007	JH/SH Exams (3 ½-days)
February 14 + 15, 2007	K-12 P/T Conferences (½ day instruction, ½ day conferences on 2/14 & 2/15 for K-6, ½ day instruction, ½ day conferences on 2/14 for 7-12 + one evening)
February 16-19, 2007	Mid-Winter Break
March 30 - April 6, 2007	Spring Break
May 28, 2007	Memorial Day – no school
June 6-8, 2007	JH/SH Exams (3 ½-days)
June 8, 2007	Last day of school. ½ day for Students; Full Day for Staff

2006-2007 HORIZON ELEMENATRY CALENDAR

August 7, 2006	All Teachers Report – ½ PD – ½ Work
August 8, 2006	First Day Student Instruction
August 22, 2006	Professional Development Day – No Students
September 1-4, 2006	Labor Day weekend (4 day weekend)
October 16-27, 2006	Fall Break
November 8 + 9, 2006	K-12 P/T Conferences, Students ½ days Evening Conferences on 11/8 & 11/9
November 10, 2006	No School
November 22, 2005	½ Work Day – ½ Holiday
November 23-24, 2006	Thanksgiving Holiday
December 22 – January 5, 2007	Winter Holiday
January 15, 2007	MLK – Professional Development Day – No Students
February 14 + 15, 2007	K-12 P/T Conferences, Students ½ days Evening Conferences on 2/14 & 2/15
February 16-23, 2007	Mid-Winter Break
March 30 - April 13, 2007	Spring Break
May 25-28, 2007	Memorial Day – 4 day Weekend
June 20, 2007	Last day of school. ½ day for Students; Full Day for Staff

179 student days, 183 teacher days

APPENDIX C: 2007-2008 CALENDAR

August 17, 2007	New teachers report
August 20, 2007	Curriculum Leaders' Workshop
August 21, 2007	All Teachers Report – Professional Development in a.m. Teacher work day in p.m.
August 22, 2007	Professional Development
August 23, 2007	Half-day, Teacher Work Day
August 27, 2007	First Day Student Instruction
August 31 – September 3, 2007	Labor Day weekend (4 day weekend)
November 7 + 8, 2007	K-12 P/T Conferences (3 sessions – ½ days on 11/7, 11/8 for K-6, ½ day on 11/7 for 7-12 (Evening Conferences on 11/8 & 11/9))
November 9, 2007	No School
November 21-23, 2007	Thanksgiving Holiday
December 24 – January 4, 2008	Winter Holiday
January 14, 2008	MLK – No School K-12 – ½ work day, ½ PD day for 7-12, full day PD for K-6
January 16-18, 2008	JH/SH Exams (3 ½-days)
February 13 + 14, 2008	K-12 P/T Conferences (½ day instruction, ½ day conferences on 2/13 & 2/14 for K-6, ½ day instruction, ½ day conferences on 2/13 for 7-12 + one evening)
February 15-18, 2008	Mid-Winter Break
April 4-11, 2008	Spring Break
May 26, 2008	Memorial Day – no school
June 4-6, 2008	JH/SH Exams (3 ½-days)
June 6, 2008	Last day of school. ½ day for Students; Full Day for Staff

2007-2008 HORIZON ELEMENATRY CALENDAR

August 6, 2007	All Teachers Report – ½ PD – ½ Work
August 7, 2007	First Day Student Instruction
August 21, 2007	Professional Development Day – No Students
August 31 - September 3, 2007	Labor Day weekend (4 day weekend)
October 15-26, 2007	Fall Break
October 29, 2007	½ Work Day
November 7 + 8, 2007	K-12 P/T Conferences, Students ½ days Evening Conferences on 11/7 & 11/8
November 9, 2007	No School
November 21-23, 2007	Thanksgiving Holiday
December 24 – January 4, 2008	Winter Holiday
January 14, 2008	MLK – Professional Development Day – No Students
February 13 + 14, 2008	K-12 P/T Conferences, Students ½ days Evening Conferences on 2/13 & 2/14
February 15-22, 2008	Mid-Winter Break
April 4-22, 2008	Spring Break
May 23-26, 2008	Memorial Day – 4 day Weekend
June 18, 2008	Last day of school. ½ day for Students; Full Day for Staff

179 student days, 183 teacher days



Pre-Evaluation Instrument for Tenured/Probationary Teachers

Teacher _____ Position _____ Building _____

Probationary Year _____ Tenured _____ Principal _____ Date _____

School Year _____

Individualized Development Plan
(Required for Probationary Teachers and for tenured teachers whose performance is less than satisfactory)
 Items which are circled under each Performance Area indicate areas in which further development is needed.

Teacher		Supervisor				
Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Teacher/Supervisor Plan for Improvement

Humanism

A. Classroom Environment

- Interacts with class
- Interacts with individual pupils
- Disciplines individual pupils
- Reinforces class
- Reinforces individual pupils
- Is available to pupils
- Establishes a sense of unity and cohesiveness

Comments:

(Note: If space on this form is not sufficient, please add additional pages.)

Individualized Development Plan

(Required for Probationary Teachers and for tenured teachers whose performance is less than satisfactory)
 Items which are circled under each Performance Area indicate areas in which further development is needed.

Performance Area

Indicators of Performance

Humanism

B. School and Community Inter-relationship

- Communicates with parents and co-workers
- Inter-personal skill techniques
- Sensitive and empathetic with others
- Tolerant and fair in dealing with parents and co-workers

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor

Teacher/Supervisor Plan for Improvement

Comments:

C. Self-Evaluation Skills

- Utilizes self-improvement opportunities
- Utilizes feedback in self-improvement
- Uses self-appraisal skills

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor

Comments:

Individualized Development Plan

(Required for Probationary Teachers and for tenured teachers whose performance is less than satisfactory)

Items which are circled under each Performance Area indicate areas in which further development is needed.

Performance Area

Indicators of Performance

A. Instructional Planning

Instructional Delivery System

- Utilizes long and short range planning methods
- Correlates planning with curriculum goals and objectives

Teacher

Supervisor

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Teacher/Supervisor Plan for Improvement

B. Instructional Methods and Practices

- Utilizes instructional techniques
- Correlates instruction to planning

Teacher

Supervisor

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

C. Instructional Monitoring and Evaluation

- Establishes criteria
- Monitors progress
- Utilizes evaluation techniques

Teacher

Supervisor

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Individualized Development Plan
 (Required for Probationary Teachers and for tenured teachers whose performance is less than satisfactory)
 Items which are circled under each Performance Area indicate areas in which further development is needed.

Performance Area

Instructional Delivery System

Indicators of Performance

D. Reporting/Feedback

- Reports on a continued basis
- Record keeping
- Uses reporting techniques
- Uses feedback for instructional planning

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Teacher/Supervisor Plan for Improvement

Classroom Management

A. Organization Techniques

- Physical environment
- Student arrangements
- Instructional needs

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Teacher/Supervisor Plan for Improvement

B. Management Techniques

- Handling of materials
- Student behavior
- Grouping of students
- Time management
- Record keeping
- Teacher managed support services
- Alternative activities

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Teacher/Supervisor Plan for Improvement

GENERAL COMMENTS:

The bargaining unit member and evaluator are requested to sign this Individual Development Plan. The bargaining unit member's signature indicates that he/she has had the opportunity to discuss the Individual Development Plan with the evaluator.

Bargaining Unit Member's Signature

Date

Evaluator's Signature

Date

SUPERVISOR RECOMMENDATIONS:

Recommend Performance Criteria Appraisal Plan

OR

Recommend Performance Improvement Appraisal Plan

Recommend Professional Growth Appraisal Plan (Teacher agreement)

APPENDIX D: CLASSROOM OBSERVATION REPORT

Teacher _____ Building _____ Grade/Subject _____
Date _____ Time: From _____ to _____ Observer _____

Lesson/Activity Observed _____

Note: The purpose of observation is to look for evidence of effective teaching with respect to the following criteria: Humanism, Individual Differences, Instructional Content, Instructional Delivery System and Classroom Management.

I. Areas of Strength:

II. Areas for Discussion:

III. Instructional Strategies Observed:

Comments:

Independent Study

Projects

Lecture

Discussion

Drill

Other _____

Adopted May 1978

APPENDIX D: FINAL EVALUATION SUMMARY

Teacher's Name _____
 Assignment _____
 School Year _____

		<u>Special Commendation</u>	<u>Successful</u>	<u>Unsuccessful</u>
I.	<u>Humanism</u>			
	A. Classroom Environment	_____	_____	_____
	B. School & Community Inter-relationship	_____	_____	_____
	C. Self Evaluation Skills	_____	_____	_____
II.	<u>Individual Differences</u>			
	A. Analysis of Pupil Differences	_____	_____	_____
	B. Meeting of Individual Differences	_____	_____	_____
III.	<u>Instructional Content</u>			
	A. Demonstration of Knowledge	_____	_____	_____
	B. Professional Growth Activities	_____	_____	_____
IV.	<u>Instructional Delivery System</u>			
	A. Instructional Planning	_____	_____	_____
	B. Instructional Methods & Practices	_____	_____	_____
	C. Instructional Monitoring & Evaluation	_____	_____	_____
	D. Reporting/Feedback	_____	_____	_____
V.	<u>Classroom Management</u>			
	A. Organization Techniques	_____	_____	_____
	B. Management Techniques	_____	_____	_____

Comments:

Recommendations:

 Supervisor's Signature

 Date

 Teacher's Signature

cc: Teacher, Supervisor, Personnel File

Adopted May, 1978

ARTICLE D.1: EVALUATION FORM FOR NON-CLASSROOM POSITIONS

Name _____

Date _____

Position _____

Evaluator _____

The evaluation form is to be used with bargaining unit members who are in positions which support the teaching/learning relationship:

Rate the areas as:

- 1. Special Commendation
- 2. Successful
- 3. Unsuccessful

Special Commendation & Unsuccessful ratings must be documented

- 1. Provides services which facilitate instruction. _____
- 2. Helps students discover and further develop their potential. _____
- 3. Assists students in understanding the interaction between themselves and their environment. _____
- 4. In light of all available information, helps students make appropriate decisions. _____
- 5. Helps students accept personal responsibility for their choices. _____
- 6. Demonstrates diligence and dependability in performing assigned work. _____
- 7. Works harmoniously with school staff. _____
- 8. Is discreet with privileged information. _____
- 9. Keeps appointments and commitments. _____
- 10. Demonstrates receptiveness to new techniques and methods and contributes to the improvement of curriculum/education/the profession. _____
- 11. Demonstrates awareness of own strengths and weaknesses and strives for self-improvement. _____
- 12. Provides clear and complete interpretation of program or service. _____
- 13. Ability to develop and maintain working relationships. _____
- 14. Ability to assess situations and determine priorities. _____
- 15. Shows evidence of systematic planning and organization in the development of planning, goals, objectives, activities and evaluations. _____

Comments/Recommendations:

Supervisor's Signature

Date

Bargaining Unit Member's Signature

Date

APPENDIX D.2: INDIVIDUAL DEVELOPMENT PLAN FOR NON-CLASSROOM POSITIONS

The Individual Development Plan is based upon the evaluation instrument. It will be used with all probationary bargaining unit members and non-probationary bargaining unit members whose performance is less than satisfactory.

**SUPERVISOR/BARGAINING UNIT
MEMBER'S PLAN FOR IMPROVEMENT**

1. STUDENT RELATIONSHIPS

- Discover their potential
- Develop their potential
- Understand interaction between selves and environment
- Make appropriate decisions

- Accept responsibility for choices

2. OTHER RELATIONSHIPS

- Works with staff
- Develops relationships
- Maintains relationships

**3. DELIVERY OF PROGRAM/
SERVICES**

- Facilitates instruction
- Interprets program/services
- Diligent/dependable
- Discreet
- Appointments & Commitments
- Techniques & Methods
- Contributions toward curriculum/
education/profession
- Aware of strengths/weaknesses
- Efforts toward self-improvement
- Assessment of situations
- Sets priorities
- Planning
- Organization

GENERAL:

The bargaining unit member and evaluator are requested to sign this Individual Development plan. The bargaining unit member's signature indicates that he/she has had the opportunity to discuss the Individual Development Plan with the evaluator.

Bargaining Unit Member's Signature

Date

Evaluator's Signature

Date

APPENDIX E: ESEA “Highly Qualified” CONTENT AREA RUBRIC

Holt Public Schools
Content Area Rubric

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

Name: _____

Building: _____

TO BE COMPLETED FOR EACH SUBJECT AREA ENDORSEMENT

Core Academic/Subject Area being assessed _____

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

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

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

**Letter of Agreement
between the
Holt Board of Education
and the
Ingham Clinton Education Association
MEA/NEA**

If the Michigan Public School Employees Retirement System (MPSERS) institutes a program designed to allow bargaining unit members to purchase service credit on a tax-deferred basis or repay previously withdrawn contributions on a tax-deferred basis, the Board shall take the steps needed to allow bargaining unit members to participate in that program.

This Letter of Agreement is conditioned upon the understanding that the steps to be taken by the Board shall not result in an economic cost to the Board and will consist of entering into necessary agreements and passage of necessary motions or resolutions as required by MPSERS.

For the HOLT BOARD OF EDUCATION

For the INGHAM CLINTON EDUCATION
ASSOCIATION, MEA/NEA

Date

Date

**Letter of Agreement
between the
Holt Board of Education
and the
Ingham Clinton Education Association
MEA/NEA**

The Board and the Association enter into this Letter of Agreement to prepare a revision of the Bargaining Member Evaluation.

To accomplish this, a committee will be formed consisting of both bargaining unit members and administration. The committee will:

1. Evaluate the present system and instruments,
2. Get input from the bargaining unit members and administration,
3. Develop a revised process and instruments,
4. Make recommendations to the bargaining teams.

The recommendations are subject to bargaining.

For the HOLT BOARD OF EDUCATION

For the INGHAM CLINTON EDUCATION
ASSOCIATION, MEA/NEA

Date

Date