

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

HOLLY ESP-MEA/NEA

2004 - 05

2005 - 06

2006 - 07

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Effective: July 1, 2004
Expires: June 30, 2007



Excellence in Action!

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HOLLY AREA SCHOOLS BOARD OF EDUCATION
and
HOLLY ESP-MEA/NEA

This Agreement entered into this July 1, 2004 by and between the Holly Area School District, hereinafter referred to as the "Employer" and Holly ESP-MEA/NEA, hereinafter referred to as the "Union."

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as exclusive bargaining representative as determined by the Michigan Employment Relations Commission Case No. R82 C-94 for healthcare/para educators I (approximately 180 days), healthcare/para educators II (approximately 230days), secretaries, I.M.C. technicians, I.M.C. specialists, technology support specialists and para teachers, but excluding substitutes, supervisors and all other personnel.

ARTICLE 2
MANAGEMENT RIGHTS

The Employer may not be denied or restricted in the exercise of its rights, authority and responsibility under the General Laws of the State of Michigan or any other laws or regulations that are or may be enacted as they pertain to education. All rights which are now vested in and which have been exercised by the Employer, except those which are clearly and expressly relinquished by the Employer in this agreement, shall continue to be vested exclusively in and exercised exclusively by the Employer without prior negotiations with the Union. Such rights shall include, by way of illustration but not by way of limitation the right to:

1. Direct the work of its employees, hire, promote, demote, transfer, assign, suspend, discharge, and discipline.
2. Determine qualifications of employees, and establish and change job descriptions to suit the contemporary needs of the school district.
3. Establish, amend and rescind all policies as deemed necessary by the Employer for the effective and efficient conduct of all functions of Holly Area Schools.
4. Adopt reasonable rules and regulations.
5. The above are not to be interpreted as conflicting with or modifying any specific provision of this Agreement.

ARTICLE 3
UNION SECURITY AND UNION RULES

A. Union Security

Each employee covered by the negotiated Agreement between the Board of Education of the Holly Area School District and the Holly Area ESP-MEA/NEA shall, as a condition of employment, 1) on or before thirty-one (31) calendar days from the date of commencement of professional duties join the Union or 2) pay a service fee to the Union pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. Such sum shall be deducted as dues from the regular salaries of all members and remitted not less frequently than monthly to the Union.

The service fee shall not exceed the amount of Union dues collected from union members. The bargaining unit member may authorize payroll deductions for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the union or authorize payment through payroll deductions, the employer shall, at the request of the Union, deduct the service fee from the bargaining unit member's salary and remit the same to the Union under the procedure provided below.

After service fee payer has utilized the Union's administrative procedures, the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

- 1) The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) calendar days of the Union's notification to the bargaining unit member, he or she shall be reported to the employer and a deduction of service fee shall be made from his or her salary.
- 2) If the bargaining unit member fails to comply, the Union shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the employer at the end of the fourteen (14) calendar day period:

The Union certifies that [Name] has failed to tender the periodic service fee required as a condition of employment under the Agreement and demands that, under the terms of this Agreement, the employer deduct the delinquent service fees from the collective bargaining unit member's salary. The Union certifies that the amount of the service fee includes only those items authorized by the law.

- 3) The employer, upon receipt of said notice and request for deduction, shall make such involuntary deductions. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Union, in enforcing this provision, agrees not to discriminate between bargaining unit members.

Bargaining unit members may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Union. A copy of the Union's policy will be provided by the Union pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures."

B. Union Dues

Deductions will not be made until a valid authorization form is delivered to the Employer. Employees wishing to withdraw from payroll deduction of union dues or a service charge which is equivalent to the monthly dues, may do so by advising the secretary-treasurer of the Union and the Employer in writing of the employee's wish to withdraw. Requests must be made twenty (20) calendar days immediately preceding the anniversary date or expiration date of the contract. Cash payments must be made for a six months' period, payable between October 1 - October 15 and April 1 - 15 of each year.

Deductions for dues or the service charge equivalent to dues shall be made in ten (10) equal amounts beginning in September and ending in June of each school year. Such deductions shall be from the second paycheck of each month. Deductions for each calendar month, whether for Union Dues or Service Charge, shall be remitted to the designated financial officer of the Union, on or before the tenth day of the month following the month in which the deduction is made. The Union agrees to inform the Employer in writing of the name of the designated officer.

The Union shall be solely responsible for the validity and accuracy of the written authorization. The Union agrees to reimburse the Employer for any deduction made in error. The Employer will reimburse the employee for the amount of the deduction.

The Employer will not collect any type of assessments, fees or charges made of its membership at any time.

C. Save Harmless

The Union agrees to assume the legal defense of any suit or action brought against the Board regarding the Agency Shop provision of this Article of the collective agreement. The Union further agrees to indemnify the Board as the result of said action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
2. The Union, after consideration with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or tribunal.
3. The Union has the right to choose the legal counsel to defend any said suit or action.
4. The Union shall have the right to compromise or settle any claim made against the Employer under this Section.

**ARTICLE 4
STRIKE PROHIBITION**

The Union, recognizing that statutes of the State of Michigan prohibit strikes by public employees, agrees that its members will not engage in nor encourage strike action of any kind during the term of this Agreement.

The Employer shall have the right to discipline, including discharge, any employees for taking part in any violation of this provision.

**ARTICLE 5
DISCIPLINE AND REPRESENTATION**

- A. No non-probationary member shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be provided to the member in writing and the Union President if requested by the member within three (3) school days of the conference or reprimand.
- B. Disciplinary matters will be conducted in private.
- C. No formal action shall be taken upon complaint(s) against an employee nor shall any notice thereof be included in the record of the employee unless such matter is promptly reported to the employee following notification of such complaint(s) and a rudimentary investigation into such complaints(s).
- D. When any employee is called by an administrator for the purpose of discussion of an incident that may result in discipline, the employee will be notified prior to the meeting of the issue and of their right to union representation.
- E. The Union will provide a list of officers and building representatives to the Board by October 1 of each school year. Listed duly authorized Union representatives, including the Uni Serv Director or designee shall be permitted to transact official Union business on school property provided that it does not interfere with or interrupt normal school operations. Representatives not assigned to a building shall notify the principal or the office when entering the building. Such business will not be conducted in the presence of students or the public.

**ARTICLE 6
GRIEVANCE PROCEDURE**

- A. Definitions:
 - 1. Grievance - A claim that there has been a violation, misrepresentation, or misapplication of a specific article or section of this agreement.
 - 2. Grievant - A term used to describe the party who alleges that they have a grievance, including the Union.

3. Days - The term shall mean school work days where union employees will be on the job. During the summer, days shall mean when the Board Office is open for business.
4. The Board - This term may mean the Board of Education or representative(s) of the Board designated to handle grievances at any step in the procedure.

B. Items excluded from the Grievance Procedure:

1. Content of evaluations.
2. Termination of services and/or failure to re-employ any probationary employee.
3. Layoff, unless there is a question of procedure being followed.
(Refer to Article 10)

C. Procedure:

1. Step 1 - An attempt shall be made to resolve any grievance in an informal verbal discussion between the grievant and the immediate supervisor. The grievant must notify their immediate supervisor verbally that this meeting should be considered Step 1 of the grievance procedure. Step 1 proceedings must occur within fifteen (15) days following the date of the alleged grievance or first knowledge thereof. If a satisfactory solution is not arrived at five (5) days after the meeting, the grievant may proceed to Step 2.
2. Step 2 - Within Five (5) days following the informal level described above, the grievant must file a written grievance with the immediate supervisor. This grievance must specify the specific article and section of this agreement that is alleged to have been violated, and the relief sought. The supervisor will file a written answer with the grievant within five (5) days following the receipt of the written grievance.
3. Step 3 - In the event the grievance has not been satisfactorily resolved in Step 2, the grievant shall, within five (5) days of receipt of Step 2 written answer, transmit a copy of the grievance to the superintendent or his designee. The superintendent may choose to answer the grievance within five (5) days, or convene a conference in five (5) days, of all parties involved in the alleged grievance. If the grievant does not appear at the conference, the grievance will be considered settled. The superintendent will have five (5) days following the conference to file a written answer with the grievant.
4. Step 4 - If the grievant is not satisfied with the superintendent's answer in Step 3, a written appeal must be made to the Board of Education within five (5) days following the receipt of the Step 3 answer.

The Board may choose to proceed at this step or proceed directly to Step five. Such decision must be made not later than five (5) days following the next regularly scheduled Board of Education meeting.

If the Board chooses to respond at Step 4, a hearing must be held by the next regularly scheduled meeting of the Board that follows the decision to proceed. A written decision will be filed with the grievant within five (5) days following this hearing. The Board may choose to have a committee of the Board, rather than a full Board at the hearing.

5. Step 5 - If the Board's written answer in Step 4 is unsatisfactory to the Association, within five (5) days the Association must notify the superintendent of schools of their intent in writing.
 - a. Within five (5) days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Union will make every reasonable effect to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the five (5) day period herein provided, the Union may, within ten (10) days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator will then be selected according to the rules of the American Arbitration Association and the hearing will be conducted under the rules of said Association.
 - b. The arbitrator will hear the grievance in dispute and will render a decision in writing and will set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 - c. The arbitrator will have no authority except to pass on alleged violations of specific article or section provision of this agreement.
 - d. The arbitrator will have no power or authority to add to, subtract from or modify any of the terms of this agreement and will not substitute judgment for that of the Board where the Board is given discretion by the terms of this agreement. The arbitrator will not render any decision which would require or permit an action to be in violation of the Michigan School Laws.
 - e. The arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 - f. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of the grievance procedure will be prohibited by both parties, unless by mutual consent.
 - g. If there has been no monetary loss, the arbitrator cannot award monetary damages.
 - h. If a back pay award is made, it shall not exceed the actual dollars lost.

- i. Individuals may not process a grievance beyond Step 4.
- j. If the Board contests the arbitrability of a grievance, the arbitrator must first rule on this point prior to hearing the grievance.
- k. The arbitrator must deal only with the grievance that is being presented.

6. Miscellaneous

- a. Grievance procedures as discussed in this Article of the Master Agreement will be held during hours that do not conflict with normal work duties, unless time adjustments are mutually agreed upon by both parties.
- b. If a grievance is filed on or after May 15, the procedure of this Article can be changed by mutual written agreement to try to resolve the grievance prior to the end of June.
- c. Notwithstanding the expiration of this agreement, any grievance arising during the term of the agreement may be processed through the grievance procedure, as long as the time limits set forth above are complied with.
- d. The Union and the Board hereby agree to construe the arbitration clause to enable the parties to utilize expedited arbitration under AAA auspices by mutual agreement.
- e. The Union and every member of the bargaining unit covered by this agreement have a right to be represented at any and all levels of the grievance procedure.
- f. The Board shall have the right to process a grievance with the union. The Board shall file a grievance in writing directly with the union president, within ten (10) days following the act or condition which is the basis of the grievance or first knowledge thereof. The union president will arrange a conference within five (5) days of the receipt of the written grievance, and file a written answer to the Board within five (5) days after the conference is held. If the answer is unsatisfactory to the Board, the grievance may be submitted to the Union Executive Committee in a manner consistent with Step 4. If the answer is unsatisfactory, The Board may appeal.
- g. Time limits must be strictly observed unless mutually extended by written notice. If the Board fails to respond in a timely manner then the grievance proceeds to the next Step. If the grievant fails to respond in a timely manner then the grievance will be considered settled.
- h. Copies of the grievance and response shall be given to appropriate union and management representatives at each step of the grievance procedure.

- i. The grievance procedure cannot be used by either the Union or the grievant, if another avenue of recourse is being pursued.

The grievance procedure cannot be used by management if they are pursuing another avenue of recourse.

- j. New information not presented at prior steps of the grievance procedure may not be introduced for the first time at arbitration.

ARTICLE 7 PROBATIONARY EMPLOYEES

- A. Employees hired new to the District, or rehired after having quit, shall serve a probationary period of sixty (60) actual working days in their job assignments. Probationary employees will be granted one (1) paid leave day per month for illness only. These three (3) leave days will be considered as part of the annual allocation of paid leave days per Article 13 A. Any absences beyond these three (3) leave days during the probationary period shall extend the probationary period by that number of absences and an employee shall not have completed the probationary period until these additional days have been worked.
- B. Probationary employees will be entitled to wages as per Schedule A of this agreement.
- C. Fringe benefits will begin after completion of the probationary period.
- D. Sick days will be granted back to the beginning of the probationary period, if the employee completes the probationary period of employment.
- E. Probationary employees are governed by the agency shop clause in Article 3, A.
- F. Probationary employees will receive at least two (2) weeks written notice if their services are to be terminated by the Employer. The employer will provide reason if any upon request.
- G. It is expressly understood that dismissal of a probationary employee shall not be subject to binding arbitration under this agreement.
- H. New employee orientation.
 1. During the first fifteen (15) working days of employment, all new employees will be given copies of the following, if not provided upon initial employment.
 - a. Applicable job description
 - b. A review of the evaluation process
 - c. Provide information pertinent to special need(s) student
 2. Upon request of the new employee, the Employer will meet with the new employee to review the job description and/or evaluation procedures.

**ARTICLE 8
SENIORITY**

- A. Seniority shall be on the basis of the employee's most recent date of hire. When two or more employees have the same seniority date they shall be entered alphabetically on the seniority list, using their last name as of their date of hire.
- B. An employee shall lose seniority who:
1. Voluntarily quits.
 2. Is discharged for cause not reversed through the grievance procedure. Falsification of employment application may be cause for discharge.
 3. Fails to return to work when recalled from layoff as provided in Article 10, Section B.
 4. Retires.
 5. Is absent without leave, or fails to notify the Employer for three (3) consecutive days of absence, subject, however, to the following conditions:
 - a. If an employee is physically unable to report his/her absence to the employer in person, or is unable to have their absence reported by another person, they may request a hearing with the Employer on the question of the reinstatement of their job and seniority.
 - b. If employee's reason is determined to be valid, the employee will be reinstated.
- C. Seniority List
1. A seniority list will be provided to the ESP President by October 1st of each school year. The ESP President will be responsible for verifying the seniority list within thirty (30) calendar days. Copies of the revised seniority list will be posted in each building. Objections to the seniority list shall be submitted to the ESP President and the Director of Personnel, thereafter, the list shall be final and conclusive. After the thirty (30) days, a final list will be sent to the ESP President.
 2. The seniority list shall indicate the seniority date and total number of months an employee has worked. Credit towards retirement will be given for any portion of a month an employee works.
- D. After satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire.
- E. When an employee moves from one classification to another for any reason, there shall be no loss of seniority.

ARTICLE 9
VACANCIES, TRANSFERS, PROMOTIONS

A. Definitions

1. Vacancy - an open position within the bargaining unit created by: retirement, resignation, termination, transfer or creation of a new position.
2. Transfer - a lateral movement within a bargaining unit classification.
3. Promotion - a reassignment of an employee to a higher hourly rated classification within the bargaining unit.
4. Demotion - movement to a lower paid classification within the bargaining unit, but not for disciplinary reasons.
5. Qualified/qualifications determined by the job description.

B. Vacancies

1. Posting of Vacancies
 - a. Vacancies within the bargaining unit will be posted for a period of seven (7) working days. Notification of vacancies will be sent to the union president and posting on union bulletin boards shall be done by the union. The posting will contain the position to be filled together with the qualifications required, including specialized training, the location of the vacancy, classification, and time of day (start and end time) if a part-time position.
 - b. During school vacations periods, employees who have a desire to be considered for vacant positions must have a written statement on file with the personnel office.
2. When a vacancy occurs within the bargaining unit, the employer will fill the position with a qualified candidate within ten (10) working days after the posting deadline. Exceptions will be mutually agreed upon between the employer and the union president.
3. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least seven (7) working days.
4. Employees who wish to be considered for a new or vacant position must file a request with the personnel department during the posting period requesting consideration.
5. Applicants for vacancies will receive written notice of the outcome of their application. If requested, written reasons will be given for non-appointment. If interviewed for a position, the employee will be notified of the outcome within the first work day following the final decision.

6. Employees with the most seniority within a classification will be given the option of working longer work days, when the day is extended by at least one hour for a minimum of 30 calendar days or more. Part-time employees who apply for full-time vacancies within their classification will be granted the position based on seniority.
7. If an employee moves to another position within the school district, that employee shall be paid at the classification immediately. In the event the employee fails to meet job requirements in the new position within thirty (30) calendar days, he/she shall be returned to his/her former job.
8. Temporary Vacancy. The District shall notify the Association of such vacancies prior to filling them (or within 24 hour under emergencies). Such vacancies shall not exceed thirty (30) student days. Exceptions shall be mutually agreed upon between the district and the union president and/or his/her designee.

C. Transfers

1. Voluntary Transfers

- a. Employees may make written request for transfer to an open position during the posting period. Such requests will be considered with other applicants. Applicants will be given acknowledgement of receipt of their application.
- b. Applicants will be evaluated on the relevant qualifications for the position. Qualifications being equal, as determined by the employer, the employee with the most seniority in the classification requesting a transfer shall be considered first for the position.
- c. The employer will notify all applicants of the outcome of their request within the first working day following the decision. Reasons for denial will be furnished if requested by the employee.

2. Involuntary Transfers

- a. Involuntary transfers shall not be made for disciplinary reasons.
- b. Involuntary transfers may occur for cause, i.e. financial reasons, closing and opening of new schools, populations shifts, etc. When making such transfers, the Board will make every effort to meet the needs of the district based on the needs of the student(s) and the skills and qualifications relevant to the position(s).
- c. An involuntary transfer involves a change in work station within or between buildings only and will be made by the employer to meet the needs of the school district.
- d. The Union, or the employee to be involuntarily transferred, may request a meeting with the employer within five (5) calendar days of notification of the transfer. Involuntary transfers will not be made until after this meeting is held. The purpose of the meeting will be to request information concerning reasons for the transfer. The Union representative may be present if requested by the employee.

- e. Such a meeting shall be scheduled within five (5) calendar days of receipt of the written request. The employee may protest the involuntary transfer or otherwise respond in writing thereto. Such written protest or response will be made a part of the employee's file if requested by the employee.
- f. Any involuntarily transferred employee in the bargaining unit shall receive a copy of a job description for their new position before beginning their duties.

D. Promotion

1. Union personnel may make application for promotions when such vacancies occur within the bargaining unit. This request shall be made in writing and include a resume of qualifications and experience.
2. Determination of the successful candidate shall be based on the applicant's qualifications to meet the district's needs. The applicant's seniority may also be considered.
3. All applicants shall receive written notification of the outcome of their application. If requested, written reasons will be given for non-appointment.

ARTICLE 10 LAYOFF AND RECALL

A. Layoff

1. Layoff shall be defined as a reduction in work force beyond normal attrition.
2. The employer will determine what programs are to be eliminated or reduced.
3. Probationary employees, within the affected classifications, will be laid off first.
4. Laid off employees who desire to work as substitutes during a layoff period, will notify the superintendent's office of their availability. The employer will attempt to call qualified substitutes from this list. If a position is known to be available for more than a one-week period, laid off employees shall be recalled in seniority order by classification.
5. In temporary reductions of employees for periods of less than thirty days, the employee of highest seniority within the classification may opt to take the reduction layoff. Such employee must be working an equal or less number of hours than the lower seniority employee who is scheduled for layoff
6. Dual Seniority
 - a. Employees will have seniority within their highest paid position, and will have total seniority for all classifications they have worked in.
 - b. Total years of seniority within both classifications could not be used to bump within the higher paid job classification.

- c. In the event of a layoff, they could use their total seniority to bump down to a lower paid classification, provided they have experience in that classification.
 - d. Employees who have been laid off within a job classification, who have no previous experience in a lower job classification, may make application to fill jobs being held by probationary employees in the lower job classification.
9. A voluntary leave in lieu of layoff will be considered by the employer under the following conditions:
 - a. The granting of such leave will prevent the layoff of a less senior employee.
 - b. Such leave is requested in writing by the employee at least two (2) weeks in advance of the effective date of layoff.
 - c. Seniority shall accumulate during such leave. Accumulated sick days and salary step placement shall be frozen during such leave.
 - d. Return from such leave will be to a position in the same classification as the employee held prior to leave provided that the person returning from leave has greater seniority than the lowest senior person within the classification.
 - e. Date of return shall be mutually agreed upon between the employer and employee prior to the effective date of the leave. Return date may be adjusted by mutual agreement between the employer and employee if requested by either party prior to the end of the leave period.
10. Persons on layoff will not lose previously accumulated seniority or sick leave, but will not accumulate additional seniority or sick leave during the layoff period.
11. Prior to layoff notices being sent to employees, the district will discuss the tentative layoff plans with the Union President.
12. Employees will receive a fourteen (14) calendar day notice of layoff.
13. Employees being laid off shall receive fringe benefits through the end of the month in which they are laid off, or thirty (30) calendar days, whichever is greater.

Employees may continue insurance benefits on a self-pay basis during layoff, as per COBRA.

B. Recall

1. Probationary employees will be recalled only when seniority employees cannot qualify for open positions or after all seniority employees have been recalled.
2. The union will receive copies of the recall notices.
3. The recall list will be maintained by the employer. Seniority employees will remain on the recall list for a period of thirty six (36) months.

4. Each employee on layoff will notify the administrative office, in writing, of an address to which a letter of recall may be sent. If no such address is provided, the letter will be mailed to the employee's last address recorded in the administrative office.
5. Employees being recalled will be given seven (7) calendar days from the date of receipt of a certified letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within seven (7) calendar days after receipt of a certified letter will terminate the employer's obligation to rehire said employee. An employee has the right to refuse such recall and shall remain on the recall list should the employee be recalled to a lower classification, a position requiring less hours, or a position requiring more or less days than the position the employee occupied prior to the layoff.
6. Employees will be recalled in reverse order of layoff according to classification, provided they are qualified in that classification. (See Appendix A)
7. No new employees will be hired by the employer as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill as per the job description.

ARTICLE 11 COMPENSATION

- A. The wages of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such schedule will remain in effect during the term of this Agreement.
- B. An increment shall be an earned increase in wages qualifying the employee for the next step on the appropriate salary schedule as follows:
 1. Employees hired prior to February 1st will qualify for the next step on the salary schedule at the beginning of each contract year (July 1st).
 2. Those employed after February 1st will remain on their present step until February 1st of the following year. Thereafter, they will qualify for the next step on the salary schedule on February 1st.
- C. Probationary employees (new hires) shall be paid according to Step 1 of their appropriate classification except that relevant work experience shall be considered and may allow for placement on Step 2, 3, or 4.
- D. Any employee moved according to Article 9 will retain experience credit and be placed on the same step of the appropriate salary schedule.
- E. When an employee is required to work at a higher rated job for one full day or more, the employee shall be paid the rate of pay for the higher rated job. One day shall be defined as the hours required for the higher rated job.
- F. Overtime - time and one-half shall be paid after 40 hours worked per week.

- G. Compensatory time off may be taken in lieu of payment for overtime at the request of the employee subject to the approval of the Superintendent or his designee.
 - 1. Compensatory time must be taken during the next thirty calendar days.
 - 2. Compensatory time shall be at one and one-half (1 ½) hours for each hour of overtime.
 - 3. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.
- H. Any employee required to return to work after the normal workday shall receive a minimum call-in of two (2) hours.
- I. Employees who are requested to use their personal automobile for work connected travel shall be paid according to IRS allowable mileage reimbursement rates. Such payment shall be made on a monthly basis to eligible employees.
- J. Fees for training, schooling, or job-related organizational memberships will be paid by the employer provided that prior approval is given in writing by the Superintendent or designee following a positive recommendation of the building principal. Initial requests are to be made to the employee's immediate supervisor.
- K. Occasionally para-educators assigned to a self-contained special education classroom are without a teacher for the day (due to the unavailability of a substitute teacher). Should this occur, a para educator assigned to the classroom shall be designated and paid at the daily sub teacher rate for that day. If a substitute teacher is available for half the day, then the designated para-educator would only be compensated for half the day. Such opportunities shall be rotated equally among the assigned para educators as needed

<p>ARTICLE 12 WORKING CONDITIONS</p>
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- A. A duty free non-paid lunch period of 30 minutes shall be provided for full time employees. If an emergency situation requires working through their lunch period, then the employee will be compensated for that time.

Part time employees shall be entitled to have appropriate non-paid lunch time depending on reporting time and as scheduled by the building principal after consultation with the employee.
- B. Full time employees will be provided two fifteen (15) minute breaks away from their job – one in the morning and one in the afternoon. Part-time employees shall be entitled to prorated break time as prearranged with the building principal.
- C. The Board or its designated representative shall make final determination with respect to school closing. Only the first two (2) Act of God days will be paid days. Employees will be required to work any make up days. When schools are dismissed after starting, employees will be paid for their regular hours and can leave fifteen (15) minutes after the students have been dismissed.

- D. Employees will not be required to substitute for lunch or recess duty except in an emergency as determined by the administration.
- E. Substitutes will be hired when an employee is absent at the discretion of the employer. The decision to hire a substitute will be based on need, availability of qualified substitutes, and dollars available for substitutes.
- F. Para-educators will attend two (2) paid full days of inservice per school year.
- G. Occasionally instructional para-educators are required to attend to special needs students during bus arrival and departure times, on specific field trips, or other activities which extend the normal para-educator work day. The para-educator and the building administrator should develop a mutually agreeable plan to either compensate the para-educator for the extra minutes required or to extend a regularly scheduled break/lunch time during the school days.

ARTICLE 13 LEAVES

A. Paid Leave

1. At the beginning of each school year, employees shall be granted one day of paid leave for each month she/he is scheduled to work during the year. If the employee leaves the employment of the Board prior to the completion of her/his work year, any paid days taken in excess of those earned at the rate of one day per month, including any days carried over from prior years, shall be deducted from her/his final pay. Any days not taken shall accumulate from year to year without limitation.
2. Job incurred injuries. Workers' Compensation Insurance will cover job incurred injuries after the seventh day work is missed due to injury. No employee in their category will lose leave due to a job incurred injury under Worker's Compensation Insurance. If less than seven work days are missed, the Board will pay employee's daily wage without loss of leave. All injuries must be reported immediately to the Board Office and a report filed with the Worker's Compensation Insurance carrier.
3. Written application for unpaid leave for personal illness shall be made when an employee's accumulated paid leave is exhausted, with certification by a qualified medical doctor. Unpaid leave will be granted by the Board up to a maximum of one year. (Seniority will accumulate during this period.) Additional unpaid leave may be granted by the Board, however, seniority shall not be lost nor accumulate during this period. Monthly medical certification shall be provided upon request.

For leaves of ninety (90) days or less the immediate supervisor will be provided written notice three (3) working days prior to the employee returning to work. The employee will be returned to her/his original position upon presentation to her/his immediate supervisor, of medical certification that she/he is physically and mentally capable of performing her/his duties. For leaves of more than ninety (90) days the immediate supervisor will be provided written notice fourteen (14) calendar days prior to the employee returning to work, and the employee will be returned to the first open position, or the position of a probationary employee.

Employee's insurance benefits will be paid by the employer for the employee's accumulated paid leave or thirty (30) days, except as provided by FMLA, whichever is longer. The employer will give written notice of termination of insurance benefits and permit direct payment to the insurance carrier, if the carrier permits this to be done. Employees who are absent due to illness for more than one week may be required to furnish medical evidence of illness prior to returning to work.

B. Leaves that may be charged against paid leave.

1. Personal illness. Leave time shall be charged in no less than half day increments.
2. Maximum of five (5) days per work year for serious illness in the immediate family; husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, or in-laws and step relatives of the same relationship.
3. Funeral of non-relative, one day limit per year.
4. Personal Business Days
 - a. Three days maximum per year may be used for personal business.
 - b. A personal business day shall be defined to include important, personal activities which cannot be scheduled outside of regular school hours.
 - c. Personal business days may not be used for shopping or the extension of a vacation.
 - d. Personal business days may not immediately precede or follow periods on the school calendar designated as holidays or vacation days.
 - e. No more than two personal business days can be used consecutively.
 - f. Personal business days may not be combined with unpaid days.
 - g. Personal business days may not be used the first or last week of school for students.
 - h. Application to the building principal and prior approval of the superintendent or designee is required prior to taking the leave, unless an emergency.
 - i. The total requests will not exceed two (2%) of the ESP membership for any given day.
 - j. Exceptions may be granted by the superintendent or designee.
5. Anticipated prolonged disability. Any employee who can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital, including maternity) will notify the building principal in writing as soon as possible. The notification will contain the projected dates of confinement. It is understood that use of sick leave will be only for the duration of the actual incapacity and the Board reserves the right of periodic written verification of disability and/or consultation with or from a physician. An employee must work until actually disabled as verified by a physician and return as soon as recovered.

C. Leave days without pay.
Leave days that may be granted by the Board without pay. Written application must be made to the Board.

1. Child Care Leave.

- a. No leave shall exceed one year in length to care for a newborn or newly adopted child.
- b. Any employee who has been granted a leave of absence shall be returned to their regular classification. Seniority will accumulate during such leave.
- c. The employer will continue insurance benefits through the six weeks or as required under FMLA.

2. Educational Leave

Employer approved educational leaves will be granted up to a maximum of one year to employees having a year or more seniority. Seniority shall neither accumulate nor be lost during such leave.

3. Three leave days per year will be granted by the Board at the employee's discretion, provided:

- a. That the leave days shall not be taken consecutively.
- b. That the leave days shall not be taken immediately prior to or after a school holiday.
- c. That the employee's immediate supervisor shall have one day's prior notification.
- d. Exceptions to the above may be granted by the Board under extenuating circumstances.

4. Para-educators who work in a 230 day special education program may elect to take up to five (5) additional days without pay during the summer program. Days may be consecutive.

5. Union Leave. An employee shall be granted a leave of absence to attend union workshops or conventions. Not more than ten (10) days in one year may be used by the union for this purpose. Such leave shall be without pay and must be requested in writing. It is understood that not more than two (2) employees will be granted a leave at any one time. Exceptions may be granted with prior approval of the superintendent or designee.

6. The Board of Education will administer the Federal Family Medical Leave Act consistent with the guidelines.

5. Employees who do not qualify for FMLA may request an unpaid leave for personal reasons satisfactory to the Board or its designee. Such leave shall not be combined with other leave time, paid or unpaid, for which the employee may be eligible. Generally, such leave shall not exceed 12 weeks. Should the employee be eligible for health insurance, coverage shall continue for up to thirty (30) days from the start of the leave. The employer will give written notice of termination of insurance benefits and permit direct payment to the insurance carrier, if the carrier permits this to be done. Seniority shall neither accumulate nor be lost during such leave. The employee will be returned to his/her original position. Denial of a request shall not be subject to the grievance procedure.

D. Leaves with pay not to be charged against the accumulation of leave time:

1. A maximum of five days in each instance in case of death of husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, or in-law and step relatives of the same relationship.
2. Days authorized by the Board for school related matters.
3. Jury Duty. Bargaining unit employees who are summoned and serve on a jury shall be granted leave and paid the difference between the normal wages for a day's absence from the job and the fee paid by the court, not including travel. The employer will file with the payroll officer a voucher from the court and proof of attendance. The employee shall report to work on the days that jury duty is not required.

ARTICLE 14 MISCELLANEOUS

- A. The employer may exercise the prerogative of requiring any employee to have health and/or psychiatric exams. The employer will notify the Union of all employer required exams. Cost of all examinations required by the employer shall be paid by the employer. If an employee is required by the employer to have an examination during the work day, the employee shall not suffer loss of leave or pay for that day.
- B. Any employee desiring to resign shall notify the Board in writing at least 14 calendar days prior to the effective date of the resignation.
- C. This Agreement supersedes any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.
- D. If the provisions of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provisions or applications 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.
- E. 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 in a written and signed amendment to this Agreement.

ARTICLE 15
PAYROLL DEDUCTIONS

Upon presentation of appropriate written authorization the employer agrees to make the following payroll deductions:

- A. Union dues or service fee.
- B. Direct deposit or deduction to any qualified financial institution (ACH member).
- C. Insurance premiums (MESSA & MEAFS). Limited to the following:
 - 1. Long and Short Term Disability.
 - 2. Term Life Insurance.
 - 3. Survivor Income Insurance.
 - 4. Dependent Life Insurance.
 - 5. Hospital Indemnity.
- D. United Way.
- E. MEAPAC and/or NEAPAC contributions.
- F. Tax Sheltered Annuities -

The Board of Education limits the number of companies who sell tax sheltered annuities to seven (7). For a company to qualify, it would need to deliver to the administrative offices a number of valid payroll deduction cards equal to five (5) percent of the prior January's number of persons on payroll as of the first payroll of that month.

- G. U. S. Savings Bonds.

ARTICLE 16
GENERAL PROVISIONS

- A. Copies of this Agreement shall be printed at joint expense of the employer and union, and the union shall present it to all employees now employed and hereinafter employed.
- B. An employee shall not be required to do clerical work for teachers unless designated by the building administrator.
- C. An employee shall be notified of who his/her immediate supervisor is by September 30.
- D. Evaluation
 - 1. Before the end of the first marking period for students, upon request, the building principal will provide an opportunity for bargaining unit members to discuss their duties and the criteria and/or instruments that will be used for their evaluation. The designated evaluator of each employee will also be disclosed. Employees are encouraged to meet with their designated evaluator and or supervising teacher to discuss specific expectations and concerns.

2. Newly hired employees must be evaluated at least once during the first year of employment. After the initial year of employment, employees must be evaluated at least once on an every other year basis. The evaluation shall take place not later than May 19th.
 3. Within five (5) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
 4. In the event the employee feels the evaluation is incomplete or unjust, the employee's objection may be put in writing and attached to the evaluation to be placed in the employee's file. Per Article 6 B.1. - contents of the evaluation are excluded from the grievance procedure.
 5. Signing of the evaluation form is only an acknowledgment of the receipt of the evaluation.
- D. An employee will be released from regular duties without loss of pay for the purpose of participating in in-service conferences or workshops, if authorized by the Employer.
- E. Bulletin Boards. The Employer will provide a bulletin board in each school building for the posting of notices regarding Union/Holly ESP-MEA/NEA activities or business.
- F. Employees will have access to their official personnel files in accordance with the 1978 Public Act 397 as amended.
- G. Full Time Employees - definition
1. Full time employees, for purposes of retirement and long term disability, will be considered persons who work 30 hours or more per week, unless specifically prohibited by the Retirement Board, or the insurance carrier.
- H. Upon request, copies of the current job descriptions will be provided to an employee.
- I. The Board of Education will provide each Holly ESP-MEA/NEA bargaining unit member a copy of the school calendar.

<p>ARTICLE 17 WAIVER CLAUSE</p>

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The terms and conditions may be altered, only through the voluntary, mutual consent of the School Board and the Union in an amendment hereto which shall be ratified and signed by both parties.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in full force and effect until June 30, 2007, provided that either party may open negotiations with respect to a replacement agreement sixty (60) days prior to expiration of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their authorized representative this day and year first mentioned above.

BOARD OF EDUCATION
HOLLY AREA SCHOOLS

Patricia McJannet
President

Susan Julian
Secretary

HOLLY ESP-MEA/NEA
Bargaining Team

Brenda Jarrett
Local Co-President

Ann Kotalik
ESP Negotiator

Lori A. Kahn
ESP Negotiator

Marcia O. Scanlon
ESP Negotiator

SCHEDULE A

	2004-05	2005-06	2006 -07
A. Health Care/Para Educators			
1st	9.43	9.71	9.95
2nd	9.95	10.25	10.51
3rd	10.48	10.79	11.06
4th	11.77	12.12	12.42
B. Secretary			
1st	9.56	9.84	10.09
2nd	10.18	10.48	10.75
3rd	10.67	10.99	11.27
4th	11.99	12.35	12.66
C. IMC Technician			
1st	9.56	9.84	10.09
2nd	10.18	10.48	10.75
3rd	10.67	10.99	11.27
4th	11.99	12.35	12.66
D. IMC Specialist			
1st	9.70	9.99	10.24
2nd	10.36	10.67	10.94
3rd	10.94	11.27	11.55
4th	12.17	12.53	12.84
E. Technology Support Specialist/Para Teacher			
1st	11.62	11.97	12.27
2nd	12.17	12.53	12.84
3rd	12.72	13.11	13.43
4th	13.83	14.24	14.60

**SCHEDULE B
EMPLOYEE FRINGE BENEFITS**

- A. Holidays. The following Holidays shall be paid each year of the contract. To qualify, the employee shall work the day before and the day after or be on an approved leave.

Friday before Labor Day
Labor Day
Thanksgiving Day
The day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve
New Year's Day
Memorial Day

- B. Health Insurance

MESSA Tri-Med health insurance as of July 1, 2004.

- C. Health insurance coverage for all employees shall be subject to the following:

1. To be eligible for any insurance benefits provided below, the employee shall be responsible for being properly enrolled on forms provided by the Board of Education and/or the applicable insurance company and shall work no less than 30 hours per week and the minimum number of student attendance days per year. Holly Area School District shall provide health insurance for those who qualify and have no other coverage. There shall be no duplication of health insurance coverages.
2. If a spouse of an employee has insurance coverage, the spouse shall not drop coverage from his/her employer to take Holly Area Schools insurance. It is further understood that any member of the bargaining unit covered by, or eligible for any other employer paid group health and hospitalization insurance is not eligible for health insurance.
3. Any member with double insurance coverage on him/herself or any family member shall reimburse the Board for the cost of that insurance coverage for the length of the school year when discovered. This does not apply to Insurance Options.
4. By signing the application for insurance coverage, the employee is certifying to the Board that he/she or their family members are not eligible for any other employer paid group insurance coverage.
5. Coordination of benefits will be allowed if the spouse's insurance is a self paid plan.

6. Employee contribution toward Health Insurance shall be as follows:

Contract Year	Premium Contribution
2004-2005	11%
2005-2006	13%
2006-2007	15%

D. Cash in Lieu of Health Insurance for employees:
The employee who does not take health insurance will receive the following cash in lieu of health insurance payable in two equal sums in November and March.

Hours Worked	Cash in Lieu of Health Insurance
40 hours	\$1,600.00
Less than 40	\$1,400.00
Less than 35	\$1,200.00
Less than 30	\$ 800.00

E. Employees may choose to purchase the following through the district and premiums will be payroll deducted:

1. Short and Long Term Disability
2. Term Life Insurance
3. Survivor Income Insurance
4. Dependent Life Insurance
5. Hospital Indemnity - grand-fathered to those who chose this option prior to September 1995. (No longer available to others)

F. Dental Insurance - District-funded with a third party administrator (coverage remains the same as defined in the 1995-98 master agreement).

All members who work at least 25 hours per week qualify for district paid Dental Insurance.

	Non-coordinated	Coordinated	
Class I	75%	50%	Maximums to \$1200 Annual
Class II	75%	50%	
Class III	50%	50%	\$1200 ortho

G. Vision Insurance - District-funded with a third party administrator (coverage remains the same as defined in the 1995-98 master agreement) (old B.4)

All members who work at least 25 hours per week qualify for district paid Vision Insurance.

- H. Term Life - \$10,000 (AD & D) will be provided
- I. Payment for unused sick days shall be as follows:
 - 1. All public school employees are members of the Michigan Public School Employees Retirement System (MPSERS) and are eligible for retirement benefits after the guidelines of the Act are met. Upon retirement into MPSERS, an employee will be paid for unused accumulated sick days up to 90 days maximum at the rate of \$20.00 per day, or a maximum of \$1,800.00.
 - 2. Employees in good standing who leave the district with at least 10 years of service, but not retiring into the MPSERS system will be paid for unused accumulated sick days up to 90 days maximum at the rate of \$10.00 per day or a maximum of \$900.00
- J. The Board of Education shall have the authority to award the contract for life, health, dental or optical insurance to the companies offering the lowest cost to the district.
- K. The Board, by payment of the premiums required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it was contracted for any reason, shall not result in any liability to the Board of Education, or the Holly ESP-MEA/NEA bargaining unit, nor shall such failure be considered a breach of any obligation by either of the parties to this agreement.

Appendix A

Health Care Para Educators

- A. The position will entail normal Para Educators duties, as well as added health care duties. The postings should contain specific information of the kind of medical and related services to be performed for medically fragile students, such as catheterization, suctioning, ostomy, tracheotomies, feeding and feeding tubes, toileting, diapering, bathing, lifting, dispensing of medication, postural drainage or percussion, and any other medical procedures that a parent can perform without a medical degree.
- B. Prior to any personnel performing medical or medical arts related services to students, written authorization signed by a licensed physician and the student's parents/guardian shall be received by the district and furnished to the employee. Such authorization should include specific medical or medical arts related procedures that are to be performed, the underlying condition calling for such services, and the specific conditions under which the services are to be provided.
- C. Any employee who is to perform medical or medical arts related services shall receive prior training from competent health care professionals on the specific procedures to be performed as outlined in the written authorization from the student's physician and parents. The training shall be provided by the district, at district expense, including treating the time involved in training as time on the clock.
- D. Only persons who apply for transfer into, or hire into positions that specifically include providing such services to the medically fragile students shall be required to do so, except in emergency when other appropriately trained personnel may be required to provide such service. This notification shall be in writing at the time of the posting.
- E. The district will provide liability insurance that specifically includes the type of services to be provided to the medically fragile or other personal services to students, in the amount of at least \$1 million dollars. The insurance shall specifically cover personal liability for the employee(s) providing such services. The union will be provided a copy of the policy, and any riders thereto.
- F. Employees providing such services may attend the IEPC's and Individual Family Service Plan meetings that pertain to such students, when appropriate. In addition, such employees shall have access to reports needed to provide the services, prior to providing service. Those reports will include medical information, occupational and physical therapists' reports and other records as appropriate to providing service. Such employees shall be advised that information discussed in such meetings or contained in such reports is confidential under various state and federal laws and shall be treated accordingly.

- G. In the event of layoff, such positions shall be subject to the normal layoff and recall procedures except as provided below. If specific position(s) are required to provide such services because of actual students in attendance at a given building, the district may require that employees who bump the existing employees providing such services be willing to provide the services, after appropriate training provided by the district. Should such employees be unwilling to provide the service, the employees may be laid off out of seniority order and subsequently recalled to vacant positions in accordance with the contract. This provision could only be used to protect the minimum number of positions required by the district to provide the actual services mandated by the conditions of existing students.
- H. The district shall provide all necessary supplies and equipment required for the employee to provide the services to medically fragile students or other services of a personal nature to handicapped students.

Appendix B – Days and Hours Worked

Classification	Maximum Hours per Day*	Days worked per year**
Secretary	8 hours	All teacher days and up to 20 additional days.
I.M.C. Specialist	7 hours	All teacher days and up to 5 additional days.
I.M.C. Technician	7 hours	All teacher days.
Health Care/Para Educator	K – 8 6 hours 10 minutes 9 – 12 6 hours 15 minutes SMI/SXI 6 hours 10 minutes PPI 6 hours 10 minutes (9-12 do not attend in p.m. or a.m. exam days)	All student days (230 for SMI/SXI) and 2 Professional Development days (SMI/SXI – inservice on half-days with teachers)
Technology Support Specialist	7 hours	All teacher days and flexible additional time.
Para Teacher	KITE 7 hours	All teacher days and up to 5 additional days.

* It is understood that if the District should face financial distress, these hours may need to be adjusted in the future. Prior to any adjustment of hours, the ESP President will be consulted.

** It is understood that all additional days worked would be coordinated with and approved by the building/program administrator.

Letter of Agreement

This letter of Agreement is mutually entered into by and between the Holly Area Schools (District) and the Holly ESP-MEA/NEA (Association).

The District and the Association mutually agree to form a joint-committee to consist of Association leadership, not to exceed four (4) members and the District to include the Director of Human Resources, the Director of Special Services and a building administrator, not to exceed four (4) members.

The purpose of the committee is to share information pertaining to re-assignments for the following school year, including changes in assignments, and to facilitate a better understanding of the process involved in making such assignments. The Association shall keep such discussions confidential until such a time as the District notifies employees of changes, if any, for the following school year. The meeting shall occur mid-May at a mutually agreeable time and location, prior to the notification of new assignments. It is further understood by both the Association and the District, all assignments shall be at the sole discretion of the District.

The duration of the committee shall be for the 2004/2005 school year and may be extended by mutual agreement of both the Association and the District.

For the District:

Margaret Hingert

October 4, 2004
Date

For the Association:

Brenda Jarrett

October 4, 2004
Date

Holly Area Schools
2004-05 School Calendar

September-2	First Day Teachers
September 3 – 6	Labor Day Recess
September-7	First Day Students
October-7	P/T Conference HS – HS Students AM ONLY / K-8 Students ALL DAY
October-8	NO STUDENTS – In-service for K-8 / HS Staff Do NOT Report
October-29	Early Release Day-Student Attendance AM Only
November-5	End of 1 st Marking Period
November-11	P/T Conferences K-8 – K-8 Attendance AM Only / HS Students ALL DAY
November-12	NO STUDENTS – In-service for HS Staff / K-8 Staff Do NOT Report
November-24	Early Release Day-Student Attendance AM Only
November 25 – 28	Thanksgiving Recess
December-22	NO STUDENTS – In-service/Early Release Day
December 23 – January 2	Winter Recess
January 12, 13, 14	HS AM Attendance ONLY – EXAMS
January-17	NO STUDENTS-Records Day / M.L. King Holiday
February-4	Early Release Day-Student Attendance AM Only
February-17	P/T Conference HS – HS Students AM ONLY / K-8 Students ALL DAY
February-18	NO STUDENTS – In-service for K-8 / HS Staff Do NOT Report
February-21	Mid-Winter Break
March-17	End of 3 rd Marking Period
March-23	P/T Conferences K-8 – K-8 Attendance AM Only / HS Students ALL DAY
March-24	NO STUDENTS – In-service for HS Staff / K-8 Staff Do NOT Report
March 25 – April 3	Spring Break
April-15	Early Release Day-Student Attendance AM Only
May-6	Early Release Day-Student Attendance AM Only
May-27	Early Release Day-Student Attendance AM Only
May-30	Memorial Day Recess
June 8, 9, 10	HS AM Attendance ONLY – EXAMS
June-10	Last Day – Student Attendance AM ONLY

Teachers will be required to participate in an additional 15 hours of in-service outside the school day.

Teachers will participate in 12 hours of Parent Conferences outside the school day.

Length of teacher day: Elementary and Middle School 7 hours and 10 minutes

High School 7 hours and 15 minutes

In the event that make-up days and/or instructional hours are required, the student and teacher year will be extended by the number of days required.

1st Marking Period	43 days	3rd Marking Period	41 days
2nd Marking Period	39 days	4th Marking Period	53 days
1st Semester	82 days	2nd semester	94 days

Holly Area Schools
2005-06 School Calendar

August-31	First Day Teachers
September-1	NO STUDENTS – In-service/Early Release Day
September 2 - 5	Labor Day Recess
September-6	First Day Students
October-6	P/T Conference HS - HS Students AM ONLY / K-8 Students ALL DAY
October-7	NO STUDENTS – In-service for K-8 / HS Staff Do NOT Report
October-31	NO STUDENTS – In-service/Early Release Day
November-4	End of 1st Marking Period
November-10	P/T Conferences K-8 - K-8 Attendance AM Only / HS Students ALL DAY
November-11	NO STUDENTS – In-service for HS Staff / K-8 Staff Do NOT Report
November-23	Early Release Day-Student Attendance AM Only
November 24 - 25	Thanksgiving Recess
December 22 - January 2	Winter Recess
January 11, 12, 13	HS AM Attendance ONLY - EXAMS
January-16	NO STUDENTS-Records Day / M.L. King Holiday
February-3	Early Release Day-Student Attendance AM Only
February-16	P/T Conference HS - HS Students AM ONLY / K-8 Students ALL DAY
February-17	NO STUDENTS – In-service for K-8 / HS Staff Do NOT Report
February-20	Mid-Winter Break
March-24	End of 3rd Marking Period
March-30	P/T Conferences K-8 – K-8 Attendance AM Only / HS Students ALL DAY
March-31	NO STUDENTS – In-service for HS Staff / K-8 Staff Do NOT Report
April-13	Early Release Day-Student Attendance AM Only
April 14 - 23	Spring Break
May-26	Early Release Day-Student Attendance AM Only
May-29	Memorial Day Recess
June 7, 8, 9	HS AM Attendance ONLY - EXAMS
June-9	Last Day - Student Attendance AM ONLY

Teachers will be required to participate in an additional 15 hours of in-service outside the school day.

Teachers will participate in 12 hours of Parent Conferences outside the school day.

Length of teacher day:	Elementary and Middle School	7 hours and 10 minutes
	High School	7 hours and 15 minutes

In the event that make-up days and/or instructional hours are required, the student and teacher year will be extended by the number of days required.

1st Marking Period	42 days	3rd Marking Period	47 days
2nd Marking Period	39 days	4th Marking Period	47 days
1st Semester	81 days	2nd semester	94 days

Holly Area Schools
2006-07 School Calendar

August-30	First Day Teachers
August-31	NO STUDENTS – In-service/Early Release Day
September 1 - 4	Labor Day Recess
September-5	First Day Students
September-22	Early Release Day-Student Attendance AM Only
October-5	P/T Conference HS - HS Students AM ONLY / K-8 Students ALL DAY
October-6	NO STUDENTS – In-service for K-8 / HS Staff Do NOT Report
November-3	End of 1st Marking Period
November-9	P/T Conferences K-8 - K-8 Attendance AM Only / HS Students ALL DAY NO STUDENTS – In-service for HS Staff / K-8 Staff Do NOT Report
November-10	Report
November-22	Early Release Day-Student Attendance AM Only
November 23 - 24	Thanksgiving Recess
December-21	Early Release Day-Student Attendance AM Only
December 22 - January 2	Winter Recess
January 10, 11, 12	HS AM Attendance ONLY - EXAMS
January-15	NO STUDENTS-Records Day / M.L. King Holiday
February-2	Early Release Day-Student Attendance AM Only
February-15	P/T Conference HS - HS Students AM ONLY / K-8 Students ALL DAY
February-16	NO STUDENTS – In-service for K-8 / HS Staff Do NOT Report
February-19	Mid-Winter Break
March-23	End of 3rd Marking Period
April-4	P/T Conferences K-8 - K-8 Attendance AM Only / HS Students ALL DAY NO STUDENTS – In-service for HS Staff / K-8 Staff Do NOT Report
April-5	Report
April 6-15	Spring Break
May-4	Early Release Day-Student Attendance AM Only
May-25	Early Release Day-Student Attendance AM Only
May-28	Memorial Day Recess
June 6, 7, 8	HS AM Attendance ONLY - EXAMS
June-8	Last Day - Student Attendance AM ONLY

Teachers will be required to participate in an additional 15 hours of inservice outside the school day.

Teachers will participate in 12 hours of Parent Conferences outside the school day.

Length of teacher day: Elementary and Middle School 7 hours and 10 minutes

High School 7 hours and 15 minutes

In the event that make-up days and/or instructional hours are required, the student and teacher year will be extended by the number of days required.

1 st Marking Period	43 days	3 rd Marking Period	47 days
2 nd Marking Period	39 days	4 th Marking Period	47 days
1 st Semester	82 days	2 nd semester	94 days

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HOLLY AREA SCHOOLS PUBLIC NOTICE

EQUAL OPPORTUNITY EMPLOYMENT POLICY 4170

The Holly Area Schools Board of Education complies with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Holly Area Schools Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, sex marital status or disability shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education.

GRIEVANCE PROCEDURES FOR

TITLE VI OF THE EDUCATION AMENDMENT ACT OF 1972 (Employee Discrimination) TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972 (Sexual Discrimination) SECTION 504 OF THE REHABILITATION ACT OF 1973 Policy 4175

Section I

If any person believes that the Holly Area School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Education Amendment Act of 1972, (2) Title IX of the Education Amendment Act of 1972, and (3) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, he/she may bring forward a complaint, which shall be referred to as a grievance, to the local Coordinators.

Title VI & IX

Section 504 and ADA

Mrs. Margaret Hazlett
Holly Area Schools
111 College Street
Holly, Michigan 48442
248.328.3104

Mrs. Janet Stack-Miller
Karl Richter Campus
920 E. Baird Street
Holly, Michigan 48442
248.328.3170

Section II

The person who believes he/she has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with the local Coordinator, who shall in turn investigate the complaint and reply to the complaint in writing within two (2) days. If this reply is not acceptable to the complainant, he/she may initiate formal procedures according to the following steps:

Step 1

A written statement of the grievance signed by the complainant shall be submitted to the Coordinator within five (5) business days of receipt of answers to the informal complaint. The Coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.

Step 2

If the complainant wishes to appeal the decision of the Coordinator, he/she may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The superintendent shall

meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

If the complainant remains unsatisfied, he/she may appeal through a signed, written statement to the Board of Education within five (5) business days of his receipt of the superintendent's response in Step 2.

In an attempt to resolve the grievance the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

Step 4

If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington, D.C. 20201.

Inquiries concerning the nondiscriminatory policy may be directed to Director, Office for Civil Rights, Department of Education, Washington, D.C. 20201.

The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Superintendent's Office.

Adopted April 12, 1982
Revised April 14, 1986
Revised July 26, 1993

MASTER AGREEMENT

between

**HOLLY AREA SCHOOLS BOARD OF
EDUCATION**

and

HOLLY ESP-MEA/NEA

~~2004—05~~ 2007-08

~~2005—06~~ 2008-09

~~2006—07~~ 2009-10

Tentative Agreement Changes

July 23, 2007

Effective: July 1, 2004

Expires: June 30, 2007

Effective: July 1, 2007

Expires: June 30, 2010

**ARTICLE 1
RECOGNITION**

The Employer hereby recognizes the Union as exclusive bargaining representative as determined by the Michigan Employment Relations Commission Case No. R82 C-94 for healthcare/para educators I (~~approximately 180 days~~), healthcare/para educators II (~~approximately 230 days~~), secretaries, I.M.C. technicians, I.M.C. specialists, and technology support specialists ~~and para teachers~~, but excluding substitutes, supervisors and all other personnel.

Tentative Agreement

Board of Education
Holly Area Schools

Holly Educational Support Personnel
Bargaining Team

Chief Negotiator Date

Chief Negotiator Date

ARTICLE 7
PROBATIONARY EMPLOYEES

- A. Employees hired new to the District, or rehired after having quit, shall serve a probationary period of sixty (60) actual working days in their job assignments. Probationary employees will be granted one (1) paid leave day per month for illness only. These three (3) leave days will be considered as part of the annual allocation of paid leave days per Article 13 A. Any absences beyond these three (3) leave days during the probationary period shall extend the probationary period by that number of absences and an employee shall not have completed the probationary period until these additional days have been worked.
- B. Probationary employees will be entitled to wages as per Schedule A of this agreement.
- C. Fringe benefits will begin after completion of the probationary period.
- D. Sick days will be granted back to the beginning of the probationary period, if the employee completes the probationary period of employment.
- E. Probationary employees are governed by the agency shop clause in Article 3, A.
- F. Probationary employees will receive at least two (2) weeks written notice if their services are to be terminated by the Employer. The employer will provide reason if any upon request.
- G. It is expressly understood that dismissal of a probationary employee shall not be subject to binding arbitration under this agreement.
- H. New employee orientation.
 - 1. During the first ~~fifteen (15)~~ **five (5)** working days of employment, all new employees will be given copies of the following, if not provided upon initial employment.
 - a. Applicable job description
 - b. A review of the evaluation process
 - c. Provide information pertinent to special need(s) student
 - 2. ~~Upon request of the new employee, the Employer will meet with the new employee to review the job description and/or evaluation procedures.~~

Tentative Agreement

Board of Education
Holly Area Schools

Holly Educational Support Personnel
Bargaining Team

Chief Negotiator Date

Chief Negotiator Date

ARTICLE 8
SENIORITY

- A. Seniority shall be on the basis of the employee's most recent date of hire. When two or more employees have the same seniority date they shall be entered alphabetically on the seniority list, using their last name as of their date of hire.
- B. An employee shall lose seniority who:
1. Voluntarily quits.
 2. Is discharged for cause not reversed through the grievance procedure. Falsification of employment application may be cause for discharge.
 3. Fails to return to work when recalled from layoff as provided in Article 10, Section B.
 4. Retires.
 5. Is absent without leave, or fails to notify the Employer for three (3) consecutive days of absence, subject, however, to the following conditions:
 - a. If an employee is physically unable to report his/her absence to the employer in person, or is unable to have their absence reported by another person, they may request a hearing with the Employer on the question of the reinstatement of their job and seniority.
 - b. If employee's reason is determined to be valid, the employee will be reinstated.
- C. Seniority List
1. A seniority list will be provided to the ESP President by October 1st of each school year. The ESP President will be responsible for verifying the seniority list within thirty (30) calendar days. Copies of the revised seniority list will be posted in each building. Objections to the seniority list shall be submitted to the ESP President and the Director of Personnel, thereafter, the list shall be final and conclusive. After the thirty (30) days, a final list will be sent to the ESP President.

2. The seniority list shall indicate the seniority date. ~~and total number of months an employee has worked. Credit towards retirement will be given for any portion of a month an employee works.~~ **Employees should refer to the Michigan Public School Employee Retirement System for the determination of their retirement credit status.**
- D. After satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire.
- E. When an employee moves from one classification to another for any reason, there shall be no loss of seniority.

ARTICLE 9
VACANCIES, TRANSFERS, PROMOTIONS

A. Definitions

1. Vacancy - an open position within the bargaining unit created by: retirement, resignation, termination, transfer or creation of a new position.
2. Transfer - a lateral movement within a bargaining unit classification.
3. Promotion - a reassignment of an employee to a higher hourly rated classification within the bargaining unit.
4. Demotion - movement to a lower paid classification within the bargaining unit, but not for disciplinary reasons.
5. Qualified/qualifications determined by the job description.
6. **Temporary Vacancy – when an intervention for a student is needed to evaluate appropriate service, and may or may not result in a new position.**

B. Vacancies

1. Posting of Vacancies
 - a. Vacancies within the bargaining unit will be posted for a period of seven (7) working days. Notification of vacancies will be sent to the union president and posting on union bulletin boards shall be done by the union. The posting will contain the position to be filled together with the qualifications required, including specialized training, the location of the vacancy, classification, and time of day (start and end time) if a part-time position.
 - b. During school vacations periods, employees who have a desire to be considered for vacant positions must have a written statement on file with the personnel office.
2. When a vacancy occurs within the bargaining unit, the employer will fill the position with a qualified candidate within ten (10) working days after the posting deadline. Exceptions will be mutually agreed upon between the employer and the union president.
3. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least seven (7) working days.

4. Employees who wish to be considered for a new or vacant position must file a request with the personnel department during the posting period requesting consideration.
5. Applicants for vacancies will receive written notice of the outcome of their application. ~~If requested, written reasons will be given for non-appointment.~~ If interviewed for a position, the employee will be notified of the outcome within the first work day following the final decision. **If requested, written reasons will be given for non-appointment.**
6. Employees with the most seniority within a classification will be given the option of working longer work days, when the day is extended by at least one hour for a minimum of 30 calendar days or more. Part-time employees who apply for full-time vacancies within their classification will be granted the position based on seniority.
7. If an employee moves to another position within the school district, that employee shall be paid at the classification immediately. In the event the employee fails to meet job requirements in the new position within thirty (30) calendar days, he/she shall be returned to his/her former job.
8. Temporary Vacancy. The District shall notify the Association of such vacancies prior to filling them (or within 24 hour under emergencies). Such vacancies shall not exceed thirty (30) student days. Exceptions shall be mutually agreed upon between the district and the union president and/or his/her designee.

C. Transfers

1. Voluntary Transfers

- a. Employees may make written request for transfer to an open position during the posting period. Such requests will be considered with other applicants. Applicants will be given acknowledgement of receipt of their application.
- b. Applicants will be evaluated on the relevant qualifications for the position. Qualifications being equal, as determined by the employer, the employee with the most seniority in the classification requesting a transfer shall be considered first for the position.
- c. The employer will notify all applicants of the outcome of their request within the first working day following the decision. Reasons for denial will be furnished if requested by the employee.

2. Involuntary Transfers

- a. Involuntary transfers shall not be made for disciplinary reasons.

- b. Involuntary transfers may occur for cause, i.e. financial reasons, closing and opening of new schools, populations shifts, etc. When making such transfers, the Board will make every effort to meet the needs of the district based on the needs of the student(s) and the skills and qualifications relevant to the position(s).
- c. An involuntary transfer involves a change in work station within or between buildings only and will be made by the employer to meet the needs of the school district.
- d. The Union, or the employee to be involuntarily transferred, may request a meeting with the employer within five (5) calendar days of notification of the transfer. Involuntary transfers will not be made until after this meeting is held. The purpose of the meeting will be to request information concerning reasons for the transfer. The Union representative may be present if requested by the employee.
- e. Such a meeting shall be scheduled within five (5) calendar days of receipt of the written request. The employee may protest the involuntary transfer or otherwise respond in writing thereto. Such written protest or response will be made a part of the employee's file if requested by the employee.
- f. Any involuntarily transferred employee in the bargaining unit shall receive a copy of a job description for their new position before beginning their duties.

D. Promotion

- 1. Union personnel may make application for promotions when such vacancies occur within the bargaining unit. This request shall be made in writing and include a resume of qualifications and experience.
- 2. Determination of the successful candidate shall be based on the applicant's qualifications to meet the district's needs. The applicant's seniority may also be considered.
- 3. All applicants shall receive written notification of the outcome of their application. **If interviewed for the promotion, the employee will be notified of the outcome following the final decision.** If requested, written reasons will be given for non-appointment.

Tentative Agreement

Board of Education
Holly Area Schools

Holly Educational Support Personnel
Bargaining Team

Chief Negotiator

Date

Chief Negotiator

Date

ARTICLE 10
LAYOFF AND RECALL

A. Layoff

1. Layoff shall be defined as a reduction in work force beyond normal attrition.
2. The employer will determine what programs are to be eliminated or reduced.
3. Probationary employees, within the affected classifications, will be laid off first.
4. **Employees in a full time position, who are reduced to a lesser position, shall have recall rights to a full time position. (see B. Recall #5).**
4. Laid off employees who desire to work as substitutes **or fill temporary vacancy** during a layoff period, will notify the superintendent's office of their availability. The employer will attempt to call qualified substitutes from this list. ~~If a position is known to be available for more than a one week period, laid off employees shall be recalled in seniority order by classification.~~ **If a temporary vacancy is available, laid off employees not currently filling a temporary vacancy shall be called in seniority order to fill the position, providing they meet any necessary training requirements.**
 - b. **A position known to be a temporary vacancy is not subject to recall.**
 - c. **Employees selected to fill temporary vacancies will be called when such positions become available.**
5. In temporary reductions of employees for periods of less than thirty days, the employee of highest seniority within the classification may opt to take the reduction layoff. Such employee must be working an equal or less number of hours than the lower seniority employee who is scheduled for layoff
6. Dual Seniority
 - a. Employees will have seniority within their highest paid position, and will have total seniority for all classifications they have worked in.
 - b. Total years of seniority within both classifications could not be used to bump within the higher paid job classification.
 - c. In the event of a layoff, they could use their total seniority to bump down to a lower paid classification, provided they have experience in that classification.

- d. Employees who have been laid off within a job classification, who have no previous experience in a lower job classification, may make application to fill jobs being held by probationary employees in the lower job classification.
9. A voluntary leave in lieu of layoff will be considered by the employer under the following conditions:
 - a. The granting of such leave will prevent the layoff of a less senior employee.
 - b. Such leave is requested in writing by the employee at least two (2) weeks in advance of the effective date of layoff.
 - c. Seniority shall accumulate during such leave. Accumulated sick days and salary step placement shall be frozen during such leave.
 - d. Return from such leave will be to a position in the same classification as the employee held prior to leave provided that the person returning from leave has greater seniority than the lowest senior person within the classification.
 - e. Date of return shall be mutually agreed upon between the employer and employee prior to the effective date of the leave. Return date may be adjusted by mutual agreement between the employer and employee if requested by either party prior to the end of the leave period.
 10. Persons on layoff will not lose previously accumulated seniority or sick leave, but will not accumulate additional seniority or sick leave during the layoff period.
 11. Prior to layoff notices being sent to employees, the district will discuss the tentative layoff plans with the Union President.
 12. Employees will receive a fourteen (14) calendar day notice of layoff.
 13. Employees being laid off shall receive fringe benefits through the end of the month in which they are laid off, or thirty (30) calendar days, whichever is greater.

Employees may continue insurance benefits on a self-pay basis during layoff, as per COBRA.

B. Recall

1. Probationary employees will be recalled only when seniority employees cannot qualify for open positions or after all seniority employees have been recalled.
2. The union will receive copies of the recall notices.
3. The recall list will be maintained by the employer. Seniority employees will remain on the recall list for a period of thirty six (36) months.
4. Each employee on layoff will notify the administrative office, in writing, of an address to which a letter of recall may be sent. If no such address is provided, the letter will be mailed to the employee's last address recorded in the administrative office.

5. Employees in a full time position at the time of lay-off, who are reduced to a less than full time position due to lay-off, will have recall rights to the first available position that returns them to full time status, within 36 months.

When this situation occurs, the association and district agree to expedite the recall process, such as by telephone, email, regular mail, etc.

6. Employees being recalled will be given seven (7) calendar days from the date of receipt of a certified letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within seven (7) calendar days after receipt of a certified letter will terminate the employer's obligation to rehire said employee. An employee has the right to refuse such recall and shall remain on the recall list should the employee be recalled to a lower classification, a position requiring less hours, or a position requiring more or less days than the position the employee occupied prior to the layoff.
7. Employees will be recalled in reverse order of layoff according to classification, provided they are qualified in that classification. (See Appendix A)
8. No new employees will be hired by the employer as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill as per the job description.

Tentative Agreement

Board of Education
Holly Area Schools

Holly Educational Support Personnel
Bargaining Team

Chief Negotiator Date

Chief Negotiator Date

**ARTICLE 11
COMPENSATION**

- A. The wages of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such schedule will remain in effect during the term of this Agreement.
1. As a cost saving measure, the District and Association encourage all members to have 100% of their wages paid through direct deposit at a financial institution of their choice.
 2. Beginning July 1, 2008, wages will be paid on the 10th and 25th of each month. The schedule of pay dates for the year shall be published by the start of each school year. Pay days that would occur on a bank holiday or weekend will be paid on the weekday immediately preceding the scheduled pay day.
- B. An increment shall be an earned increase in wages qualifying the employee for the next step on the appropriate salary schedule as follows:
1. Employees hired prior to February 1st will qualify for the next step on the salary schedule at the beginning of each contract year (July 1st).
 2. Those employed after February 1st will remain on their present step until February 1st of the following year. Thereafter, they will qualify for the next step on the salary schedule on February 1st.
- C. Probationary employees (new hires) shall be paid according to Step 1 of their appropriate classification except that relevant work experience shall be considered and may allow for placement on Step 2, 3, or 4.
- D. Any employee moved according to Article 9 will retain experience credit and be placed on the same step of the appropriate salary schedule.
- E. When an employee is required to work at a higher rated job for one full day or more, the employee shall be paid the rate of pay for the higher rated job. One day shall be defined as the hours required for the higher rated job.
- F. Overtime - time and one-half shall be paid after 40 hours worked per week.
- G. Compensatory time off may be taken in lieu of payment for overtime at the request of the employee subject to the approval of the Superintendent or his designee.
1. Compensatory time must be taken during the next thirty calendar days.
 2. Compensatory time shall be at one and one-half (1 ½) hours for each

hour of overtime.

3. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.
- H. Any employee required to return to work after the normal workday shall receive a minimum call-in of two (2) hours.
 - I. Employees who are requested to use their personal automobile for work connected travel shall be paid according to IRS allowable mileage reimbursement rates. Such payment shall be made on a monthly basis to eligible employees.
 - J. Fees for training, schooling, or job-related organizational memberships will be paid by the employer provided that prior approval is given in writing by the Superintendent or designee following a positive recommendation of the building principal. Initial requests are to be made to the employee's immediate supervisor.
 - K. Occasionally para-educators assigned to a self-contained special education classroom are without a teacher for the day (due to the unavailability of a substitute teacher). Should this occur, a para educator assigned to the classroom shall be designated and paid at the daily sub teacher rate for that day. If a substitute teacher is available for half the day, then the designated para-educator would only be compensated for half the day. Such opportunities shall be rotated equally among the assigned para educators as needed
 - L. When filling a temporary vacancy, laid off employees will be paid **according to their step placement at the time of lay off.**

Tentative Agreement

Board of Education
Holly Area Schools

Holly Educational Support Personnel
Bargaining Team

Chief Negotiator Date

Chief Negotiator Date

ARTICLE 12
WORKING CONDITIONS

- A. A duty free non-paid lunch period of 30 minutes shall be provided for full time employees. If an emergency situation requires working through their lunch period, then the employee will be compensated for that time.

Part time employees shall be entitled to have appropriate non-paid lunch time depending on reporting time and as scheduled by the building principal after consultation with the employee.

- B. Full time employees will be provided two fifteen (15) minute breaks away from their job – one in the morning and one in the afternoon. Part-time employees shall be entitled to prorated break time as prearranged with the building principal.
- C. The Board or its designated representative shall make final determination with respect to school closing. Only the first two (2) Act of God days will be paid days. Employees will be required to work any make up days. When schools are dismissed after starting, employees will be paid for their regular hours and can leave fifteen (15) minutes after the students have been dismissed.
- D. Employees will not be required to substitute for lunch or recess duty except in an emergency as determined by the administration.
- E. Substitutes will be hired when an employee is absent at the discretion of the employer. The decision to hire a substitute will be based on need, availability of qualified substitutes, and dollars available for substitutes.
- F. Para-educators All members will attend two (2) paid full days of in-service per school year.
- G. The district will offer a crisis prevention intervention training annually. Employees on lay-off who are eligible for recall may attend the training, but shall not be eligible to be paid for attending. CPI training may be a requirement for placement of a temporary vacancy.
- H. Occasionally instructional para-educators are required to attend to special needs students during bus arrival and departure times, on specific field trips, or other activities which extend the normal para-educator work day. The para-educator and the building administrator should develop a mutually agreeable plan to either compensate the para-educator for the extra minutes required or to extend a regularly scheduled break/lunch time during the school days.

ARTICLE 16 GENERAL PROVISIONS
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- A. Copies of this Agreement shall be printed at joint expense of the employer and union, and the union shall present it to all employees now employed and hereinafter employed.
- B. An employee shall not be required to do clerical work for teachers unless designated by the building administrator.
- C. An employee shall be notified of who his/her immediate supervisor is by September 30.
- D. Evaluation
1. **Employees will be notified when it is their evaluation year.** The designated evaluator of each employee will also be disclosed, **if other than the immediate supervisor**
 2. ~~Before the end of the first marking period for students,~~ **Upon** request, the building principal will provide an opportunity for bargaining unit members to discuss their duties and the criteria and/or instruments that will be used for their evaluation. Employees are encouraged to meet with their designated evaluator and/or supervising teacher to discuss specific expectations and concerns.
 3. Newly hired employees must be evaluated at least once during the first year of employment. After the initial year of employment, employees must be evaluated at least once on an every other year basis. **Employees who are completing their first year in a new assignment may also be evaluated.** The evaluation shall take place not later than May 19th.
 4. Within five (5) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
 5. In the event the employee feels the evaluation is incomplete or unjust, the employee's objection may be put in writing and attached to the evaluation to be placed in the employee's file. Per Article 6 B.1. - contents of the evaluation are excluded from the grievance procedure.
- Signing of the evaluation form is only an acknowledgment of the receipt of the evaluation.

- E. An employee will be released from regular duties without loss of pay for the purpose of participating in in-service conferences or workshops, if authorized by the Employer.
- F. Bulletin Boards. The Employer will provide a bulletin board in each school building for the posting of notices regarding Union/Holly ESP-MEA/NEA activities or business.
- G. Employees will have access to their official personnel files in accordance with the 1978 Public Act 397 as amended.
- H. Full Time Employees - definition
 Full time employees, for purposes of retirement and long term disability, will be considered persons who work 30 hours or more per week, unless specifically prohibited by the Retirement Board, or the insurance carrier.
- I. Upon request, copies of the current job descriptions will be provided to an employee.
- J. The Board of Education will provide each Holly ESP-MEA/NEA bargaining unit member a copy of the school calendar.

Tentative Agreement

Board of Education
 Holly Area Schools

Holly Educational Support Personnel
 Bargaining Team

 Chief Negotiator Date

 Chief Negotiator Date

SCHEDULE A

1.00% 2.00%

2007-08 2008-09 2009-10

A. Health Care/Para Educators

1st	\$9.95	\$10.05	\$10.25
2nd	\$10.51	\$10.62	\$10.83
3rd	\$11.06	\$11.17	\$11.39
4th	\$12.42	\$12.54	\$12.80

B. Secretary

1st	\$10.09	\$10.19	\$10.39
2nd	\$10.75	\$10.86	\$11.07
3rd	\$11.27	\$11.38	\$11.61
4th	\$12.66	\$12.79	\$13.04

C. IMC Technician

1st	\$10.09	\$10.19	\$10.39
2nd	\$10.75	\$10.86	\$11.07
3rd	\$11.27	\$11.38	\$11.61
4th	\$12.66	\$12.79	\$13.04

D. Technology Support Specialist

1st	\$12.27	\$12.39	\$12.64
2nd	\$12.84	\$12.97	\$13.23
3rd	\$13.43	\$13.56	\$13.84
4th	\$14.60	\$14.75	\$15.04

For 2007/08 a payment will be administered off schedule as .75% of total wages
For 2008/09 a payment will be administered off schedule as 1% of total wages

SCHEDULE B
EMPLOYEE FRINGE BENEFITS

- A. Holidays. The following Holidays shall be paid each year of the contract. To qualify, the employee shall work the day before and the day after or be on an approved leave.

~~Friday before Labor Day~~
Labor Day
Thanksgiving Day
The day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve
New Year's Day
Good Friday
Memorial Day

- B. Health Insurance

MESSA Tri-Med health insurance as of July 1, 2004.

- C. Health insurance coverage for all employees shall be subject to the following:

1. To be eligible for any insurance benefits provided below, the employee shall be responsible for being properly enrolled on forms provided by the Board of Education and/or the applicable insurance company and shall work no less than 30 hours per week and the minimum number of student attendance days per year. Holly Area School District shall provide health insurance for those who qualify and have no other coverage. There shall be no duplication of health insurance coverages.
2. If a spouse of an employee has insurance coverage, the spouse shall not drop coverage from his/her employer to take Holly Area Schools insurance. It is further understood that any member of the bargaining unit covered by, or eligible for any other employer paid group health and hospitalization insurance is not eligible for health insurance.
3. Any member with double insurance coverage on him/herself or any family member shall reimburse the Board for the cost of that insurance coverage for the length of the school year when discovered. This does not apply to Insurance Options.

4. By signing the application for insurance coverage, the employee is certifying to the Board that he/she or their family members are not eligible for any other employer paid group insurance coverage.
5. Coordination of benefits will be allowed if the spouse's insurance is a self paid plan.
6. Employee contribution toward Health Insurance shall be as follows:

Contract Year	Premium Contribution
2004-2005	11%
2005-2006	13%
2006-2007	15%

Contract Year	Premium Contribution
<u>2007-2008</u>	<u>15%</u>
<u>2008-2009</u>	<u>15%</u>
<u>2009-2010</u>	<u>See Below</u>

For the 2009 – 2010 school year, the employee contribution will be based on the following:

- If there is no increase to the cost of the premium based on the 2008/09 rate, then the employee contribution will remain at the 2008 – 2009 percentage.
- Any increase in the premium will be equally shared between the district and the association with the employee contribution not to exceed 20% of the total annual premium

- D. Cash in Lieu of Health Insurance for employees:
 The employee who does not take health insurance, and who works at least 25 hours per/week, will receive the following cash in lieu of health insurance payable in two equal sums in November and March.

Hours Worked	Cash in Lieu of Health Insurance
40 hours	\$1,600.00
Less than 40	\$1,400.00
Less than 35	\$1,200.00
Less than 30	\$ 800.00

Number of Participants	Cash in Lieu of Health Insurance
<u>0-35</u>	<u>\$1,500</u>
<u>36-40</u>	<u>\$2,500</u>
<u>41+</u>	<u>\$3,000</u>

- E. Employees may choose to purchase the following through the district and premiums will be payroll deducted:

Short and Long Term Disability

2. Term Life Insurance
3. Survivor Income Insurance
4. Dependent Life Insurance
5. Hospital Indemnity - grand-fathered to those who chose this option prior to September 1995. (No longer available to others)

- F. Dental Insurance - District-funded with a third party administrator (coverage remains the same as defined in the 1995-98 master agreement).

All members who work at least 25 hours per week qualify for district paid Dental Insurance.

	Non-coordinated	Coordinated	
Class I	75%	50%	Maximums to \$1200 Annual
Class II	75%	50%	
Class III	50%	50%	\$1200 ortho

- G. Vision Insurance - District-funded with a third party administrator (coverage remains the same as defined in the 1995-98 master agreement) (old B.4)

All members who work at least 25 hours per week qualify for district paid Vision Insurance.

- H. Term Life - \$10,000 (AD & D) will be provided

- I. Payment for unused sick days shall be as follows:

1. All public school employees are members of the Michigan Public School Employees Retirement System (MPSERS) and are eligible for retirement benefits after the guidelines of the Act are met. Upon retirement into MPSERS, an employee will be paid for unused accumulated sick days up to 90 days maximum at the rate of \$20.00 per day, or a maximum of \$1,800.00.
2. Employees in good standing who leave the district with at least 10 years of service, but not retiring into the MPSERS system will be paid for unused accumulated sick days up to 90 days maximum at the rate of \$10.00 per day or a maximum of \$900.00

- J. The Board of Education shall have the authority to award the contract for life, health, dental or optical insurance to the companies offering the lowest cost to the district.

- K. The Board, by payment of the premiums required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it was contracted for any reason, shall not result in any liability to the Board of Education, or the Holly ESP-MEA/NEA bargaining unit, nor shall such failure be considered a breach of any obligation by either of the parties to this agreement.

Revised 7/23/07

Appendix A

Health Care Para Educators

- A. The position will entail ~~normal~~ **instructional** Para Educators duties, as well as added health care duties, **and physical and behavioral management**. The postings should contain specific information of the kind of medical and related services to be performed for ~~medically fragile~~ students, such as catheterization, suctioning, ostomy, tracheotomies, feeding and feeding tubes, toileting, diapering, bathing, lifting, dispensing of medication, postural drainage or percussion, and any other medical procedures that a parent can perform without a medical degree.
- B. Prior to any personnel performing medical **procedures** or medical arts related services to students, written authorization signed by a licensed physician and the student's parents/guardian shall be received by the district and furnished to the employee. Such authorization should include specific medical or medical arts related procedures that are to be performed, the underlying condition calling for such services, and the specific conditions under which the services are to be provided.
- C. Any employee who is to perform medical **procedures** or medical arts related services shall receive prior training from ~~competent health care~~ **licensed health care** professionals on the specific procedures to be performed as outlined in the written authorization from the student's physician and parents. The training shall be provided by the district, at district expense, including treating the time involved in training as time on the clock.
- D. ~~Only persons who apply for transfer into, or hire into positions that specifically include providing such services to the medically fragile students shall be required to do so, except in emergency when other appropriately trained personnel may be required to provide such service. This notification shall be in writing at the time of the posting.~~
- Any employee delegated a medical procedure by a licensed health professional, assigned to students with potential life threatening conditions, i.e. students with life-threatening diabetes or other such similar conditions, shall be provided the ability for direct communication with a licensed health professional.**
- E. The district will provide liability insurance that specifically includes the type of services to be provided to the medically fragile or other personal services to students, in the amount of at least \$1 million dollars. The insurance shall specifically cover personal liability for the employee(s) providing such services. The union will be provided a copy of the policy, and any riders thereto.

- F. Employees providing such services may attend the IEP's IEPT and Individual Family Service Plan meetings that pertain to such students, when appropriate. In addition, such employees shall have access to reports needed to provide the services, prior to providing service. Those reports will include medical information, occupational and physical therapists' reports and other records as appropriate to providing service. Such employees shall be advised that information discussed in such meetings or contained in such reports is confidential under various state and federal laws and shall be treated accordingly.
- G. ~~In the event of layoff, such positions shall be subject to the normal layoff and recall procedures except as provided below. If specific position(s) are required to provide such services because of actual students in attendance at a given building, the district may require that employees who bump the existing employees providing such services be willing to provide the services, after appropriate training provided by the district. Should such employees be unwilling to provide the service, the employees may be laid off out of seniority order and subsequently recalled to vacant positions in accordance with the contract. This provision could only be used to protect the minimum number of positions required by the district to provide the actual services mandated by the conditions of existing students.~~
- G. The district may require that any employee, not designated as a health care para educator, be willing to provide the services, after appropriate training provided by the district. Should such an employee be unwilling to provide the service, the employee may be laid off out of seniority order and subsequently recalled to vacant positions in accordance with the contract.
- H. The district shall provide all necessary supplies and equipment required for the employee to provide the services to medically fragile students or other services of a personal nature to handicapped students.

Appendix B – Days and Hours Worked

Classification	Maximum Hours per Day*	Days worked per year**
Secretary	8 hours	All teacher days and up to 20 additional days.
I.M.C. Specialist	7 hours	All teacher days and up to 5 additional days.
I.M.C. Technician	7 hours	All teacher days.
Health Care/Para Educator	K – 8 6 hours 10 minutes 9 – 12 6 hours 15 minutes SMI/SXI 6 hours 10 minutes PPI 6 hours 10 minutes (9-12 do not attend in p.m. or a.m. exam days)	All student days (230 for SMI/SXI) and 2 Professional Development days (SMI/SXI – inservice on half- days with teachers)
Technology Support Specialist	7 hours	All teacher days and flexible additional time.
Para Teacher	KITE 7 hours	All teacher days and up to 5 additional days.

* It is understood that if the District should face financial distress, these hours may need to be adjusted in the future. Prior to any adjustment of hours, the ESP President will be consulted.

** It is understood that all additional days worked would be coordinated with and approved by the building/program administrator.

Revised 7/23/07

Letter of Agreement
Spring Assignments

This letter of Agreement is mutually entered into by and between the Holly Area Schools (District) and the Holly ESP-MEA/NEA (Association).

The District and the Association mutually agree to form a joint-committee to consist of Association leadership, not to exceed four (4) members and the District to include the Director of Human Resources, the Director of Special Services and a building administrator, not to exceed four (4) members.

The purpose of the committee is to ~~share information pertaining to re-assignments for the following school year, including changes in assignments, and to facilitate a better understanding of the process involved in making such assignments.~~ **provide an opportunity for association input to include ideas, concerns, alternatives, etc. prior to final decisions for Health Care Para Educator assignments for the upcoming school year. Assignments are made taking into consideration student needs, program needs, skills and qualifications relevant to the assignment, and requests conveyed on the intent-to-return forms.**

Training will be provided prior to the start of a new assignment.

The Association shall keep such discussions confidential until such a time as the District notifies employees of changes, if any, for the following school year. The meeting shall occur ~~mid-May~~ at a mutually agreeable time and location, ~~prior to the notification of new assignments.~~

The employee may request a meeting with the superintendent or designee within five (5) calendar days of notification of change of assignment to request additional information or challenge the reasons.

It is further understood by both the Association and the District, all assignments shall be at the sole discretion of the District.

~~The duration of the committee shall be for the 2004/2005 school year and may be extended by mutual agreement of both the Association and the District.~~

For the District:

Date

For the Association:

Date

Holly Area Schools
2007 – 2008 School Calendar

August 29, 2007		K-12 All Day Inservice			
August 30		Teacher Workday			
Sept. 3		Labor Day Recess (No Classes)			
September 4		1st Day for Students			
October 11		P/T Conference - AM Attendance Only HS			
October 12		NO STUDENTS , K - 8 Inservice, HS Staff Does not report			
November 2		End of 1st Marking Period			
November 8		P/T Conference - AM Attendance Only K - 8			
November 9		NO STUDENTS , HS Inservice, K - 8 Staff Does not report			
Nov. 22 - 25		Thanksgiving Recess			
Nov 29 - 30		HS AM Attendance only - Exams			
Dec. 22 - Jan. 6, 2008		Winter Recess			
January 17		P/T Conference - AM Attendance Only HS			
January 18		NO STUDENTS , K - 8 Inservice, HS Staff Does not report			
January 18		End of 1st Semester			
January 21		NO STUDENTS / STAFF - MLK Day			
February 15		NO STUDENTS , K-12 All Day Inservice			
February 18		NO STUDENTS / STAFF - Presidents Day			
March 6 - 7		HS AM Attendance only - Exams			
March 11		HS Inservice, JUNIOR ATTENDANCE FOR ACT ONLY			
March 12		MME Student Testing Only - JUNIOR ATTENDANCE ONLY			
March 20		End of 3rd Marking Period			
March 21		Good Friday Recess			
March 27		P/T Conference - AM Attendance Only K - 8			
March 28		NO STUDENTS , HS Inservice, K - 8 Staff Does not report			
Mar. 29 - April 6		Spring Break Recess			
April 24		P/T Conference - AM Attendance Only HS			
April 25		NO STUDENTS , K - 8 Inservice, HS Staff Does not report			
May 26		Memorial Day Recess			
June 10 - 11		HS AM Attendance only - Exams			
June 11		Last Day AM Attendance ONLY			

Teachers will be required to participate in an additional 9 hours of in-service outside the school day.

K – 8 Teachers will participate in 12 hours of Parent Conferences outside the school day.

9 – 12 Teachers will participate in 18 hours of Parent Conferences outside the school day.

Length of teacher day

Elementary and Middle Schools 7 hours and 10 minutes
High School 7 hours and 20 minutes

In the event that make-up days and/or instructional hours are required, the student and teacher year will be extended by the number of days required.

1st Trimester 60 days 2nd Trimester 56 days 3rd Trimester 58 days
1st Semester 84 days 2nd Semester 91 days

Holly Area Schools
2008 – 2009 School Calendar

August 27, 2008		K-12 All Day Inservice			
August 28		Teacher Workday			
Sept. 1		Labor Day Recess (No Classes)			
September 2		1st Day for Students			
October 9		P/T Conference - AM Attendance Only HS			
October 10		NO STUDENTS , K - 8 Inservice, HS Staff Does not report			
October 31		End of 1st Marking Period			
November 4		NO STUDENTS / STAFF National Election Day			
November 13		P/T Conference - AM Attendance Only K - 8			
November 14		NO STUDENTS , HS Inservice, K - 8 Staff Does not report			
Nov. 20 - 21		HS AM Attendance only - Exams			
Nov 27 - 30		Thanksgiving Recess			
Dec. 20 - Jan. 4, 2009		Winter Recess			
January 15		P/T Conference - AM Attendance Only HS			
January 16		NO STUDENTS , K - 8 Inservice, HS Staff Does not report			
January 16		End of 1st Semester			
January 19		NO STUDENTS / STAFF - MLK Day			
February 13		NO STUDENTS , K-12 All Day Inservice			
February 16		NO STUDENTS / STAFF - Presidents Day			
March 5 - 6		HS AM Attendance only - Exams			
March 10		HS Inservice, JUNIOR ATTENDACE FOR ACT ONLY			
March 11		MME Student Testing Only			
March 20		End of 3rd Marking Period			
April 2		P/T Conference - AM Attendance Only K - 8			
April 3		NO STUDENTS , HS Inservice, K - 8 Staff Does not report			
April 4 - April 12		Spring Break Recess			
April 30		P/T Conference - AM Attendance Only HS			
May 1		NO STUDENTS , K - 8 Inservice, HS Staff Does not report			
May 25		Memorial Day Recess			
June 9 - 10		HS AM Attendance only - Exams			
June 10		Last Day AM Attendance ONLY			

Teachers will be required to participate in an additional 9 hours of in-service outside the school day.

K – 8 Teachers will participate in 12 hours of Parent Conferences outside the school day.

9 – 12 Teacher will participate in 18 hours of Parent Conferences outside the school day.

Length of teacher day:

Elementary and Middle School	7 hours and 10 minutes
High School	7 hours and 20 minutes

In the event that make-up days and/or instructional hours are required, the student and teacher year will be extended by the number of days required.

1 st Trimester	56 days	2 nd Trimester	59 days	3 rd Trimester	59 days
1 st Semester	85 days	2 nd Semester	92 days		

Holly Area Schools
2009 – 2010 School Calendar

September 1-2, 2008	K-12 All Day Inservice
September 3	Teacher Workday
Sept. 7	Labor Day Recess (No Classes)
September 8	1st Day for Students
October 15	P/T Conference - AM Attendance Only HS
October 16	NO STUDENTS , K - 8 Inservice, HS Staff Does not report
November 6	End of 1st Marking Period
November 12	P/T Conference - AM Attendance Only K - 8
November 13	NO STUDENTS , HS Inservice, K - 8 Staff Does not report
Nov. 24 - 25	HS AM Attendance only - Exams
Nov 26 - 29	Thanksgiving Recess
Dec. 23 - Jan. 3, 2008	Winter Recess
January 18	NO STUDENTS / STAFF - MLK Day
January 21	P/T Conference - AM Attendance Only HS
January 22	NO STUDENTS , K - 8 Inservice, HS Staff Does not report
January 22	End of 1st Semeseter
February 12	NO STUDENTS , K-12 All Day Inservice
February 15	NO STUDENTS / STAFF - Presidents Day
March 4 - 5	HS AM Attendance only - Exams
March 9	HS Inservice, JUNIOR ATTENDANCE FOR ACT ONLY
March 10	MME Student Testing Only
March 26	End of 3rd Marking Period
March 31	P/T Conference - AM Attendance Only K - 8
April 1	NO STUDENTS , HS Inservice, K - 8 Staff Does not report
April 2 - April 11	Spring Break Recess
April 29	P/T Conference - AM Attendance Only HS
April 30	NO STUDENTS , K - 8 Inservice, HS Staff Does not report
May 31	Memorial Day Recess
June 10 - 11	HS AM Attendance only - Exams
June 11	Last Day AM Attendance ONLY

Teachers will be required to participate in an additional 9 hours of in-service outside the school day.

K – 8 Teachers will participate in 12 hours of Parent Conferences outside the school day.

9 – 12 Teacher will participate in 18 hours of Parent Conferences outside the school day.

Length of teacher day:

Elementary and Middle School 7 hours and 10 minutes

High School 7 hours and 20 minutes

In the event that make-up days and/or instructional hours are required, the student and teacher year will be extended by the number of days required.

1 st Trimester	55 days	2 nd Trimester	59 days	3 rd Trimester	60 days
1 st Semester	87 days	2 nd Semester	88 days		