

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

THE HOLLY EDUCATION ASSOCIATION MEA/NEA

2007 - 2008

2008 - 2009

2009 - 2010

63210
06 30 2010
MEA
E X

TABLE OF CONTENTS

PREAMBLE		
ARTICLE I	Recognition.....	5
ARTICLE II	Agency Shop & Professional Dues & Payroll Deduction.....	5
	Dues Deduction	5
	Direct Cash Payment	6
	Non-Compliance Notice	6
	Representation Benefit Fee.....	7
ARTICLE III	Association & Teacher Rights & Responsibilities	8
	Assoc. Business Days	8
	Building Use	8
	Communication Use	8
	Board Agenda	8
	Bulletin Board.....	8
	Personal Life.....	9
	Lesson Plans	9
	Meetings to Attend	9
ARTICLE IV	Professional Development.....	9
	Annual Professional Development.....	9
	Probationary Requirements.....	10
ARTICLE V	Professional Compensation	10
	Extra Curricular	11
	Experience Credit	12
	Salary Deductions.....	13
	Pay Selection.....	13
ARTICLE VI	Teaching Hours	14
	Length of Day	14
	Lunch Period.....	14
	Preparation Period	15
ARTICLE VII	Teaching Conditions.....	15
	Class Size.....	15
	Supply Budget.....	16
ARTICLE VIII	Professional Qualifications & Assignments.....	16
	Administrative Interns	17
	Mentor Teachers	17
ARTICLE IX	Vacancies, Transfers.....	17
	Vacancy Notice.....	18
	Vacancy Consideration.....	18

	Voluntary Transfers	18
	Involuntary Transfers.....	18
	Shared Time Teaching	19
ARTICLE X	Workers' Compensation.....	19
ARTICLE XI	Paid Leaves.....	20
	Personal Illness	20
	Funeral, Non-relative	20
	Medical or Dental	20
	Paternity Leave	20
	Serious Illness Immediate Family.....	20
	Bereavement of an In-law.....	20
	Religious Holiday	20
	Anticipated Prolonged Disability.....	21
	Personal Business Day.....	21
	Funeral, Relative.....	21
	Ice, Snow or Mud Days	22
	Legal or Professional	22
	Jury Service.....	22
	Court Appearance	22
ARTICLE XII	Unpaid Leaves.....	23
ARTICLE XIII	Teacher Evaluation.....	25
ARTICLE XIV	Representation.....	25
ARTICLE XV	Teacher Protection.....	26
ARTICLE XVI	Retirement.....	26
ARTICLE XVII	Reimbursement for Advanced Work.....	26
ARTICLE XVIII	Grievance Procedure	27
	Definition.....	27
	Procedure	28
ARTICLE XIX	Strike Prohibition	31
ARTICLE XX	Supersedence of Policy	31
ARTICLE XXI	Employee Benefits	32
ARTICLE XXII	Health Examinations	34

ARTICLE XXIII	Mileage Allowance	34
ARTICLE XXIV	Teacher Illness and Substitutes	34
ARTICLE XXV	Layoff and Recall	35
ARTICLE XXVI	Shared Costs.....	38
ARTICLE XXVII	Board Rights.....	38
ARTICLE XXVIII	Discipline of Teachers.....	38
ARTICLE XXIX	Sick Bank	39
ARTICLE XXX	Savings Clause	39
ARTICLE XXXI	Complete Agreement.....	39
ARTICLE XXXII	Master Agreement Reopening.....	39
ARTICLE XXXIII	Discrimination Prohibited	39
ARTICLE XXXIV	Duration of Agreement.....	40
SCHEDULE A	Teacher Salary Schedule	41 – 43
SCHEDULE B	Extra Curricular Salaries	44 – 45
SCHEDULE C	Other Instructional Activities	46
CALENDARS		
	School Calendar 2007-2008.....	47
	School Calendar 2008-2009	48
	School Calendar 2009-2010	49
ADDENDUM FOR HEALTH INSURANCE.....		50
ADDENDUM FOR SCHOOL SAFETY INITIATIVE.....		51
INDEX.....		52 – 54

MASTER AGREEMENT
between
HOLLY AREA SCHOOLS BOARD OF EDUCATION
and
THE HOLLY EDUCATION ASSOCIATION MEA/NEA

This Agreement is entered into this May 17, 2007, by and between the Board of Education of the Holly Area Schools, Holly, Michigan, hereinafter called the "Board" and the Holly Education Association, MEA/NEA, hereinafter called the "Association."

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified personnel under contract, including the school social worker(s), psychologist(s) and speech and language pathologists, but excluding the superintendent of schools, the assistant superintendents, director of instructional programs, administrative assistant(s), principals, assistant principals, special education director, athletic director, substitute teachers, community education teachers, adult education teachers, operational support specialist or any acting administrator from outside the bargaining unit. In the event that a bargaining unit member is selected as an acting administrator, the member will remain in the bargaining unit for a period of time not to exceed 90 school days, without prior consultation with the Association. Bargaining unit members selected as administrative interns will remain in the bargaining unit. Salary, benefits, and seniority shall continue uninterrupted.
- B. The Board agrees not to negotiate with any teacher or teacher organization other than the Association for the duration of this Agreement.

ARTICLE II
AGENCY SHOP & PROFESSIONAL DUES & PAYROLL DEDUCTIONS

- A. The Board and the Association agree that every member of the recognized bargaining unit shall have the right freely to join and support the Association.
- B. Any bargaining unit member, who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues in the Association, which sum shall be as established from year to year by the Association, and which shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any given year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The above provisions shall also apply to the deduction of voluntary Political Action Committee contributions. All association deductions will be in compliance with current law. Any authorization form which is incomplete or inaccurate will be returned to the Association by the Board.

- C. Any teacher may select direct cash payments to the Association in lieu of signing a dues deduction form. If a dispute arises as to whether or not an employee has properly executed a dues deduction authorization form, it shall be reviewed by a representative of the Board and a representative of the Association. Until there is a clarification of this matter, no further deductions shall be made.
- D. In the event a teacher leaves the employ of the Board and accrued wages and salaries due said teacher are inadequate to cover deductions due the Association, then the Board's remittance or payment responsibilities shall not exceed the accrued wages and salaries due said teacher.
- E. Each employee covered by the negotiated Agreement between the Board of Education for the Holly Area School District and Holly Education Association shall, as a condition of employment, 1) on or before thirty-one (31) days from the date of commencement of professional duties join the Holly Education Association or 2) pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and administrative procedures adopted pursuant to that policy. Such sum shall be deducted as dues from the regular salaries of all member teachers and remitted not less frequently than monthly to the Association.

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

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

1. The Association 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) days of the association'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 Association 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) day period.

The Association 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 Association certifies that the amount of the service fee includes only those items authorized by 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 Association, 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 Association. A copy of the Association's policy will be provided by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures."

- F. The Association agrees to provide the Board with the names of any and all teachers selecting direct cash payment to the Association for Representation Benefit Fees or Association Dues and the Board agrees to provide the Association with the names of any and all teachers who have signed and delivered authorization forms for either Association Dues or Representation Benefit Fees.
- G. Teachers employed for less than the full normal annual work assignments (whether employed all year for a partial day or part of a year for full days) shall pay prorated dues or Representation Benefit Fees in accordance with Association policy.
- H. Deductions for each calendar month, whether for Professional Dues or Representation Benefit Fees, shall be remitted to the designated financial officer of the Association, on or before the tenth day of the month following the month in which the deduction is made.
- I. The Association 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 Association further agrees to indemnify the Board as the result of said suit or action, subject however, to the following conditions:
 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, 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 Association shall have the right to compromise or settle any claims made against the Board under the Section.
 4. If this save harmless provision is found to be unlawful, the district shall have no further obligation to institute involuntary dues deduction.

ARTICLE III
ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the use of buildings for meetings. Such meetings must be prearranged with the administration by completing a building use request form.
- B. Thirty (30) days per year for Association business shall be allowed with not more than three (3) consecutive days being used by any one individual per occurrence. Regularly scheduled release time for the Association President will be arranged in consultation with the building principal. For any days used past the allotted 30 the association will reimburse the employer the full cost of the substitute teacher. Such time shall not be used for picketing, and/or support of activities connected with a strike or other illegal activities. Additional days may be added during contract negotiations at the discretion of the Superintendent.
- In the event an officer of the Association or representative is required by the Board or the administration to leave their teaching station during the normal school day, the administration will provide a substitute and this time will not be charged against the Association business days. The definition of a substitute will be determined by the Board.
- C. Representatives of the Association may use any communication technology for Association business during the school day as long as such usage does not interfere with teaching or normal school operations. Association credit cards will be used for toll calls.
- D. The Board will furnish the Association reasonable requests for public information.
- E. The Association may request to be placed on the Board Agenda through the superintendent of schools. It is understood that grievances will follow the grievance procedure as outlined elsewhere in this contract, and that the Association must first utilize the proper channels of communication before matters may be properly brought before the Board.
- F. The Board will receive all communications from the Association regarding financial matters and position of the Association on financial issues.
- G. One (1) bulletin board shall be furnished per school for use of the Association. The Association will control the use of these boards. Reasonable judgment will be used in the selection of materials to be posted.
- H. Teachers will not be prevented from wearing insignia or other identification of membership in the Association on school premises. Good and reasonable judgment shall be considered by the Association.
- I. Teachers can work in their school buildings after school and during vacations on matters relating to their job responsibilities. Teachers shall follow district and building policy regarding the use of facilities.
- J. Building policy will govern the use of telephones for personal and school business.

- K. Insofar as it does not affect the performance of a teacher or the operation of the school, the private and personal life of any teacher is not within the appropriate concern of the Board.
- L. Teachers are responsible for maintaining proper certification.
- M. It is the responsibility of all teachers to provide quality education. This requires careful daily preparation and self improvement.
- N. All teachers shall have lesson plans prepared in advance for the guidance of substitute teachers according to building policy.
- O. Teachers are expected to exercise the same concern and control over all students regardless of the fact that they may or may not be directly under their classroom supervision.
- P. Teachers will attend the following meetings unless they are excused with prior approval by their Principal/Supervisor.
 - 1. Graduation, senior high school teachers only
 - 2. Open houses, K-8 teachers only
 - 3. Regularly scheduled staff meetings
 - 4. Parent-teacher conferences

<p>ARTICLE IV PROFESSIONAL DEVELOPMENT</p>
--

- A. Annual Professional Development Requirements
 - 1. All certified personnel and professionals shall be required to complete their annual professional development (30 hours) for any given school year by June 30.
 - 2. It is agreed that nine (9) of the required thirty (30) annual professional development hours shall be obtained outside the scheduled school day.
 - 3. For those professionals with less than a full time position, the required thirty (30) hours of annual professional development shall remain. However, upon completion of the annual 30 hours, including the twenty one (21) hours built into the schedule and the nine (9) hours attained outside of the schedule, he/she shall be eligible for four and one half (4½) hours of paid time compensated at the stipend eligible rate as put forth in Schedule C.
 - 4. In the event, an employee does not complete the nine (9) hours outside the scheduled school day, an equivalent amount of personal business days will be deducted from the employee for the following school year (3 hours of PD = 1 personal business day).
 - a. For example, a teacher does not attend nine (9) hours of Professional Development between July 1, 2007 and June 30, 2008. Instead of adding 12 leave days to the accumulated leave days on July 1, nine (9) leave days will be added.
 - 5. Approval of Professional Development Activities

- a. All district sponsored in-service programs will meet this requirement.
- b. Approved building sponsored in-service programs will meet this requirement.
- c. Approval of non-district and building sponsored in-service programs will be based upon support of the following criteria:
 1. Teacher Evaluation Framework Goals (i.e., Plan II and/or IDP)
 2. Teacher technology literacy standards attainment
 3. School Improvement and Accreditation Initiatives
 4. Core curriculum Steering Committee goals or research
 5. Activities which support the Framework for Curriculum, Instruction and Assessment
- d. Non-district sponsored in-service programs may meet the requirements but require prior approval from the building administrator and the Assistant Superintendent of Curriculum & Instruction.
- e. Graduate coursework may not be used to fulfill this requirement
- f. Approved stipend-eligible professional development beyond the required annual thirty (30) hours will be reimbursed per schedule B.

B. Probationary Requirements

1. For one (1), two (2), and three (3) year probationary teachers, two days of attendance is required at the district teacher academy prior to the first day of school. These two (2) days count toward the 90 hours required of probationary teachers. Additional days of attendance, if offered, may count toward the attainment of nine (9) hours outside the scheduled school day as part of the 30 hours annual requirement.
2. Newly hired certified professional who have achieved tenure in another Michigan school district prior to employment with Holly Areas Schools, shall only be required to obtain the thirty (30) annual professional development hours. Further, the two-day academy, which occurs prior to the first teacher day of the school year, shall be mandatory and attendance will not count toward the thirty (30) annual requirement for the first year of probation only.

<p>ARTICLE V</p> <p>PROFESSIONAL COMPENSATION</p>

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the life of this Agreement. Salary and leave days will be prorated based on the portion of the year worked.
- B. Extra curricular salaries will be as set forth in Schedule B which is attached to and incorporated into this Agreement.
 1. Extra curricular positions are voluntary and appointments are made annually by the superintendent and are not to be construed to provide tenure in position as a result of annual appointments.

2. The procedure of evaluation and letter of appointment for all athletic extra curricular activities to be offered shall be as follows:
 - a. All coaches will be evaluated by the Board-designated administrative supervisor. They will receive these evaluations at a conference scheduled after the end of the season or the end of the year, whichever comes first. The coach may attach a letter stating objections to the evaluation within three (3) days after receiving the evaluation.
 - b. Letters of appointment for each activity, with job descriptions attached, will be offered to those employees to be re-hired five (5) weeks after the end of the season or the end of the year, whichever comes first. Letters of appointment will state salary, weeks of employment, and payment options, including options to minimize federal and state tax payments.
 - c. In the event that the Superintendent does not reappoint a coach, that coach shall receive a letter stating specific reasons. This letter shall be given at the same time that letters of appointment are distributed. Letters of appointment/non-appointment will be offered after:
 - (1) A written evaluation is made by the Board designated administrative supervisor.
 - (2) A conference is held between the Board designated administrator and the coach.
 - (3) The evaluation is offered for signature and dated by the coach. A copy of the evaluation will be furnished on request to the coach responsible for the activity.
3. Letters of appointment must be returned to the superintendent not later than two (2) weeks after the letter is issued. Letters of appointment returned unsigned will be considered as a rejection of such appointment.
4. New or open extra curricular positions and pay for them will be posted by the Association after being notified by the superintendent. Candidates for the position from the Association with the most experience and best qualifications will be given preference.
5. In the event a qualified candidate is not available from within the bargaining unit, the superintendent may consider applicants from outside the unit.
6. If an appointment is refused and the superintendent can find no qualified replacement within or outside the bargaining unit, the Association may be asked to submit recommendations to insure that the program or activity will be offered to students.
7. The procedure for appointment for all non-athletic extra curricular activities shall be as follows:

- a. The building administrator will conduct an annual review of all non-athletic extra curricular activities.
 - b. Letters of reappointment, including salary, weeks of employment, and payment options, will be provided to sponsors prior to the first student attendance day of the school year.
 - c. Reasons for non-reappointment will be provided in writing to the sponsor by the building administrator.
8. The Board of Education maintains the right to establish and cancel all extra curricular activities or positions.
9. The procedure for a teacher establishing new extra curricular activities shall be as follows. At the request of a teacher the Association will assist in this process.
- a. A description of the activity and a list of goals and/or objectives shall be submitted to the teacher's building principal and the Association.
 - b. A job description shall be written in accordance with the format for same.
 - c. The principal shall submit the request for the new activity for approval by the superintendent and the Board of Education. New activities may be initiated through this process by a teacher.
 - d. If the activity receives Board approval, the opening for the coach or sponsor will be posted and a salary set by the administrator for the first year of the activity. The coach or sponsor will submit a written evaluation to the administration at the end of the first season or year, whichever comes first. The principal shall also evaluate all new activities and recommend to the superintendent the continuation or discontinuation of the new activity. If the Board determines that the activity is to be continued, the salary will be negotiated as part of the Master Agreement.
10. Extra curricular files, including evaluations, etc. shall be kept separately from a teacher's personnel file, and the teacher(s) shall promptly receive a copy of any material placed in such file. Teachers can review their own file in the presence of an administrator or a person designated by the administration. The teacher may request a representative of the Association to be present at such review. Confidential credentials shall be excluded from review.

C. Experience Credit.

1. Experience credit and regular increments, up to one (1) year, shall be given for leaves of absence without pay that may be granted upon written application by the Board of Education for:
 - A. educational improvement
 - B. study, research or special training assignment
 - C. health or illness

2. Administrators who are transferred to a teaching position will be allowed credit on the salary schedule for Holly administrative experience in addition to teaching experience in accordance with this section. They will be paid according to the teacher's salary schedule.

NOTE: Seniority and salary schedule credit may not be identical and are not to be interpreted or applied in the same fashion; see Article VIII G. and Article XXIV C.

3. Regular increments will be added to each teacher's contract for each full year of teaching in the Holly Area Schools as reflected in Schedule A.
4. Teachers with public school teaching experience will be granted up to four (4) years of experience. If the superintendent deems the position difficult to fill, the superintendent may grant additional experience. Such postings will offer additional experience credit.
5. Any teacher who has taught on a half-day (1/2) schedule or more shall be given a full year's credit for that year of teaching experience. If the teacher remains in a half-time or greater position, the salary shall be computed in the following fashion: If the teacher has taught five (5) years in a half-time position, the teacher will be placed on the fifth step of the forthcoming school year and will receive one-half (1/2) of that figure. If said teacher would become a full time teacher, the teacher would receive the full amount stipulated by the particular step. If a classroom teacher teaches less than half-time (1/2), placement on the salary schedule will be determined in the following manner: Two (2) years of less than half-time (1/2) teaching experience will earn one (1) step on the salary schedule.

D. Salary Deductions.

When it becomes necessary to deduct from a teacher's salary because of absence or tardiness, the amount to be deducted shall be on a per diem or prorated hourly basis.

Per Diem rate shall be computed by dividing the contract amount by the number of teacher days. The hourly rate shall be the daily rate divided by seven and one-half (7 1/2) hours.

- E. All teachers for the 2007 – 2008 school year will have the choice to elect a 22 bi-weekly pay option or a 26 bi-weekly pay option.

Teachers choosing the 22 pay option cannot be changed during the school year, except that the Superintendent or his/her designee may make exception to this rule at a teacher's written request for extenuating circumstances.

Effective October 1, 2007, all teachers shall have 100% of their wages paid through direct deposit at a financial institution of their choice.

Beginning July 1, 2008, teaching salaries will be paid in twenty four (24) equal installments on the 10th and the 25th of each month. The schedule of pay dates for the year shall be published to teachers 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 proceeding the schedule pay day.

Regular school year teachers shall select one of the following pay options:

1. 24 regular installments, or
2. 20 installments; teachers selecting this option shall authorize same for the entire school year on a signed form on or before the date established by the Board.

- F. Teachers required substitute during their normal preparation or conference time will be reimbursed according to Schedule C.
- G. Teachers working in Driver Education or Adult Education programs will be paid according to Schedule C.
- H. Compensation for curriculum development outside the contract day or school year shall:
1. Be compensated as set forth on Schedule C;
 2. Be voluntary;
 3. Be approved by the assistant superintendent for instruction, including:
 - a. Project goals and tasks
 - b. Project budget

ARTICLE VI TEACHING HOURS

- A. The teaching year will be equitable in teaching hours for all full time teachers as reflected in the calendar. The teaching day shall be defined as the number of continuous hours a teacher is required to work within the district. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of a pupil's regular school day. Except in an emergency when additional supervision may be needed, teachers shall be permitted to leave fifteen (15) minutes after the end of the student day. Teachers are encouraged to remain for a sufficient period after the close of the teaching day to attend to those matters which properly require attention at that time including consultation with parents when scheduled directly with the teacher. On a delayed start or early release in-service day, teachers will work their regular teaching day.
- B. Except under emergency conditions and when teachers have other assignments, all teachers will have a duty free uninterrupted lunch period for a minimum of thirty (30) continuous minutes.
- C. All teachers will be provided time for preparation during their work day. A preparation period shall be used for the preparation of instructional materials, correction of papers and tests, meeting with administrators, parents, students and teachers which are instructional in nature. When it is necessary for administrators to schedule parent meetings, teachers will be consulted concerning their availability. Administrative use of preparation time shall be limited to no more than 20% of assigned preparation time on a daily or weekly basis.

If building(s) student schedules are modified for economic or educational reasons, total

preparation time for teachers shall remain the same or comparable to their present weekly prep time (275 minutes). In order to implement an innovative building instructional program/project approved by the School Improvement Team and the building administrator, teachers involved in this program/project may choose to alter the 275 minutes of planning time per week, as long as each teacher receives an average of at least 275 minutes per week over a two week period.

- D. Recess, dismissal and lunch duties will be assigned equitably to all professional staff. Recess and lunch duties are not supervisory and will be on an on-call basis. When teachers choose to provide recess to students, other than any available recess supervised by noon-recess assistants, they will assume full responsibility for the supervision of students. This may include a cooperative shared responsibility among several teachers approved by the building administrator.

ARTICLE VII TEACHING CONDITIONS
--

- A. The Board and administration will make every effort to limit class sizes as follows:
- | | |
|---------------|--|
| Grades K – 2 | 26 students |
| Grades 3 – 5 | 30 students |
| Grades 6 – 8 | 150 students per day (based on a 6 period student day) |
| Grades 9 – 12 | 120 students per day (based on a 5 period student day) |

This is exclusive of special classes that can customarily handle more than the above, i.e., gym, vocal music, instrumental music, etc.

- B. Class sizes for K-8 will be determined at the end of the first marking period and at the end of the third marking period. Class sizes for 9-12 will be determined at the end of the sixth (6) week of each Trimester. If class sizes exceed the class size limits, the affected teacher will be compensated as follows:

Elementary - \$200/semester per student over the limit
6 - 8 - \$40/semester class per student over the limit
9 - 12 - \$40/trimester class per student over the limit

- C. The building administrator will forward to the business office a list of classroom teachers eligible for Class Size compensation, along with the number of students above the limit.
- D. Within any K – 8 building, a grade level or a team may choose to flexibly schedule students and exceed class size limits. Article VI.B. would not be applicable if all teachers and the building administrator involved agreed to such a variance. Copies of the written agreement, signed by all parties, would be forwarded to the HEA President and the Superintendent.
- E. The Board will strive to limit the number of students in Science, Industrial and Practical Arts in the secondary (7-12) schools by the number of teaching stations available.
- F. The Board will annually establish a budget for teaching supplies. Teachers will be consulted regarding their needs and desires. If it is necessary for the Board to cut departmental budgets

after the school year is finished and teachers are generally unavailable on a day-to-day basis, an attempt will be made to reach the affected teacher(s) by phone or mail to discuss cuts.

- G. The Association and the Board recognize the importance of telephone facilities to the overall education process and the need for teachers to have reasonable access to such facilities. Within budget limitations the Board agrees to upgrade building telephone facilities where warranted by the administration.
- H. Consultation with teachers who have been assigned mainstreamed special education students will be scheduled after IEP placement, but before the actual admission of the child into the classroom. Such consultation shall familiarize the teacher with the child's educational needs and disabilities.
- I. The School Improvement Team will provide input to the building administrator in developing an emergency substitute plan.
- J. Teachers required to transfer the contents of their entire classroom and to prepare their new classroom between the first day of school and the last day of school, and who must attend to this transfer during non-school time, i.e. weekends or evenings, will be provided with:
 - 1. Up to one compensation day, or
 - 2. Up to one paid day at substitute rates, or
 - 3. Up to one substitute teacher provided to supervise students while the transfer occurs during the school day.

Compensation days or substitute teacher coverage will be scheduled with the approval of the building administrator.

ARTICLE VIII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a full-time or part-time teaching assignment who does not have a bachelor's or higher degree from an accredited college or university, and a valid Michigan teaching certificate, or other certification as required, or who cannot meet those requirements within (90) days. Exceptions to the foregoing will be made in the case of teachers in special vocational training programs who meet Michigan certification requirements for such programs or otherwise as permitted by law.
- B. All teachers shall be given written notice of their tentative teaching assignment for the forthcoming year no later than June 1st of the preceding school year. In the event of any type of change, all teachers affected and the Association will be promptly notified.
- C. Administrative Interns
Bargaining unit members selected as Administrative interns shall:
 - 1. Perform no evaluative tasks regarding bargaining unit members.

2. Maintain appropriate confidentiality of information/data.
3. Defer complaints of a serious nature (which could result in disciplinary action against a bargaining unit member) to the building administrator.
4. Be provided with a job description by their supervising administrator.
5. Serve in a specific internship for a period not to exceed two (2) semesters or three (3) trimesters.
6. Be provided an evaluation of their internship performance, to be incorporated into their personnel file only at the request of the administrative intern.
7. Be compensated at their daily rate, if they work additional days beyond their regular teaching schedule.

D. Mentor Teachers

1. Tenured bargaining unit members will be given first consideration for appointment.
2. Participation will be voluntary.
3. Bargaining unit members selected as mentors will not participate in the evaluation of the probationary teachers.
4. An attempt will be made to match the mentor and probationary teacher in such areas as building, grade level and/or instructional areas.
5. Mentors may receive training in preparation for their responsibilities. Such training will be at district expense.

<p>ARTICLE IX VACANCIES AND TRANSFERS</p>

- A. The Board and Association define a vacancy as any open position including newly created positions, within the bargaining unit. Teachers may apply for vacancies as defined.
- B. The Board will notify the Association of vacancies that occur within the bargaining unit. These vacancies will be posted by the Association. The posting period shall be ten (10) calendar days which shall be indicated in the posting notice. The Board will notify bargaining unit members of vacancies that occur during the summer months by direct mailing, provided that the teacher places a letter on file with the superintendent, prior to the end of the school year indicating a particular area of interest. Should a vacancy occur between August 15th and September 30th for the school year immediately following, the district shall post such vacancies for five (5) calendar days.
- C. Vacancies will be filled according to qualifications and certifications. Qualifications will be determined by the Board.
- D. First consideration will be given to tenured Holly teachers, providing the vacancy occurs at the end of the school year.
- E. The Association and the applicant shall receive written notice of the decision regarding vacancies. If the applicant is not accepted, he/she will receive written notification within ten (10) days after the position is filled.

- F. The Board recognizes that positions may open during the year that a staff member would like to make application for, but it would be educationally undesirable to change positions during the school year. In such instances, the person will make a written application for this position at the time of posting. The applicant will be considered with other applicants and if it is determined that the current staff member is best qualified by the Board an attempt will be made to fill the vacancy with a temporary replacement who is qualified, for the remainder of the school year.
- G. The Association recognizes that administrators in the Holly School District who enter or re-enter the bargaining unit will have priority for teaching positions, and may displace non-tenure teachers provided that in the Board's discretion the administrator is qualified and certified for a position in the bargaining unit. Administrators will retain such seniority time as they have accumulated while teaching in the Holly Area Schools, provided that their employment is continuous. An administrator who returns to the bargaining unit will receive two years of seniority for each year of teaching, up to the number of years that were served as an administrator in the Holly Area Schools. This section will be retroactive for administrators who have returned to teaching in prior years.

Example:

4 years teaching experience, Holly Schools

6 years administrative experience, Holly Schools

After returning to the classroom for one year, the above teacher would have 6 years of seniority with the teachers' bargaining unit.

- H. A list of summer school vacancies shall be posted and upon request a copy shall be furnished the Association President.

I. Voluntary Transfers

The Superintendent or his/her designee will annually survey the membership by March 1, for interest in a possible assignment change within the district for the following year. Any teacher may request an assignment/transfer to a different class, building, or position by submitting a written request, one (1) copy of which shall be filed with the superintendent and one (1) copy will be filed with the Association. The request will set forth the reasons for the assignment/transfer, the school, grade or position sought, and the teacher's academic qualifications. All requests for possible assignment change must be submitted by April 1.

A request for transfer is not to be considered as an application for any vacancy.

J. Involuntary Transfers

An Involuntary Transfer is defined as an assignment that involves a change in buildings, in case of emergency, or to prevent undue disruption of the instructional program. The following factors will be equally considered when determining an involuntary transfer; qualifications, certification, program needs and seniority.

1. Prior to an involuntary transfer occurring, the Board shall make every effort to facilitate a

voluntary transfer through written notification of the need for the transfer to the members of the staff in which the change shall occur. The Board shall not take any action until after 5 calendar days of written notification.

2. For any ancillary staff including social workers, psychologists, speech and language pathologists, counselors, resource rooms teachers, teacher consultants, etc. prior to an Involuntary Transfer a meeting will take place to determine the appropriate program needs for the district. The members of this meeting will include the following district personnel: Human Resources Director, appropriate program or building administrator, individuals involved in the transfer and a representative of the HEA.
 3. The Association and teacher will be notified ten (10) calendar days before such transfers are to be made. Written notification shall include the reasons for the transfer.
 4. The Association or the teacher may request a meeting with the superintendent or designee within 10 calendar days of notification to request additional information or challenge the reasons.
 5. Such a meeting shall be scheduled within 10 calendar days of receipt of written request. The teacher's protest and response thereto will be made a matter of the teacher's file, if requested by the teacher.
- K. The Association and applicant shall receive written notice of the decision regarding transfers.
- L. The Board will notify the Association when administrative posts are available.
- M. The Board will consider any requests for shared time teaching. Each request will be considered on an individual basis. Benefits under shared time teaching shall be as follows:
1. Health insurance benefits will be prorated based on the portion of the year that is to be worked. All other insurance benefits will be as provided in the Master Agreement.
 2. Salary and leave days will be prorated based on the portion of the year worked.
 3. Full seniority will be granted for one-half time or more teaching.

ARTICLE X WORKERS' COMPENSATION
--

It is the teacher's responsibility to immediately report injuries to a building administrator or designee who will provide the appropriate forms for proper filing with the worker's compensation insurance carrier.

If less than eight (8) days are missed, the Board will pay the teacher's daily wage without loss of leave. Beyond the eighth (8th) day a teacher may elect to use accumulated sick days to make up the difference between the teacher's daily rate of pay, and the amount paid under Michigan Workers' Compensation. At no time will the total daily rate received (the combination from workers' compensation and the

district) exceed the teacher's daily rate.

ARTICLE XI PAID LEAVES

- A. All teachers will receive twelve (12) full leave days at the beginning of the school year. Teachers scheduled to teach less than a full day will be provided prorated leave days. Teachers will accumulate unused leave days from year to year. Unused leave days will be posted on teachers pay notification.
- B. Teachers will turn in requests for leave days in advance as indicated below. Every attempt will be made to provide a written disposition to leave requests prior to the date the leave is to occur. If an answer is not received the work day prior to leaving, the teacher will call the personnel office and inquire about the status of the request. It is guaranteed that an answer will be given to the teacher that day.

Leave days may be used and deducted from accumulated leave for the following reasons:

1. Personal illness.
2. Funeral of non-relative, minimum one-half (1/2) day per occurrence, with a maximum of two (2) days per year.
3. Medical or dental reasons where the teacher's presence is required and cannot be scheduled on a day other than a teacher's work day providing a written request specifying the general reason is received three (3) school days in advance by the principal, except in emergencies, when a shorter notice will be acceptable.
4. Paternity Leave
 - a. A maximum of five (5) consecutive days per year will be allowed
 - b. Leave is designed to occur immediately following the birth of the child.
5. Serious illness in the immediate family or bereavement of an in-law.
 - a. Immediate family member is defined as husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, and in-laws of the same relationship.
(Bereavement of mother-in-law or father-in-law covered under Article X. C. 1.
 - a.)
 - b. A maximum of five (5) days per year will be allowed.
 - c. Extensions beyond the five (5) days may be granted at the superintendent's discretion.
6. Religious Observances:
 - a. A maximum of three (3) days per year may be used for religious holidays which occur on a scheduled work day.
 - b. Written application to immediate supervisor is received no less than seven (7) days in advance.
 - c. Date of receipt of written request by the superintendent will determine priority.

- d. No more than three percent (3%) of the total teaching staff will be excused on a given day.

7. Anticipated Prolonged Disability

Any teacher that 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. In case of childbirth notification will be at least thirty (30) calendar days in advance of the projected period of confinement. A teacher must teach until actually disabled as verified by a physician and return as soon as recovered.

8. Personal Business Day

- a. A personal business day shall be defined to include important, personal activities which cannot be scheduled outside of regular school hours.
- b. The teacher will deliver a written request to the building principal at least three (3) days in advance.
- c. Teachers may use three (3) days per year, provided it does not immediately precede or follow periods on the school calendar designated as holidays or vacation days.
- d. No more than two (2) personal days can be used consecutively.
- e. Personal days may not be combined with unpaid days.
- f. Personal days shall not be used the first or last week of school for students.
- g. Personal days shall not be used on any district in-service day.
- h. Not more than three (3%) percent of the total teaching staff will be excused on a given day and the date the request is received by the superintendent will determine priority.
- i. The superintendent may grant exceptions due to special circumstances, at the superintendent's sole discretion.

C. Leaves with pay not to be charged against the teacher's accumulation of leave time:

1. Bereavement Leave.

- a. A maximum of five (5) days in each instance in the case of death of husband, wife, sister, brother, mother, father, son, daughter, aunt, uncle, grandparent or grandchild, or mother-in-law or father-in-law.

b. In the case of necessary extension of leaves for bereavement or terminal illness due to weather or travel emergency, the teacher will be reimbursed the difference between regular daily rate and a substitute's daily rate.

2. Selective Service physical examination.

3. In the event school is closed for students due to inclement weather or other emergency causes, teachers shall not be required to report for duty, and the day/hours of instruction shall be rescheduled in accordance with the school district/building calendar(s) as set forth in this agreement. Teachers shall not receive additional compensation for the rescheduled days/hours of instruction. If, due to statutory change or modification, the school district can count days/hours school is closed for students due to inclement weather or other emergency causes as days/hours of pupil instruction for state aid purposes, and/or if the school district is not required to make up days/hours of student instruction without a loss of state funding, teachers shall not be required to make up days/hours school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.

3. Legal or professional reasons where the teacher's presence is required and it cannot be scheduled on a day other than a teacher's workday.

a. Teachers will deliver a written request specifying the general reason three (3) days in advance to the principal.

b. Teachers will have two (2) days per year non accumulative.

c. Not more than two (2%) percent of the total teaching staff will be excused on a given day and the date the request is received by the superintendent will determine priority.

D. Leaves of absence may be granted by the Board with pay for teacher exchange programs.

E. Jury duty.

A leave of absence will be granted a teacher called for jury service, provided that the Board will only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in this contract and the daily jury fee paid by the court excluding mileage reimbursement.

F. Court appearance.

A teacher required by subpoena to appear in court to give testimony as a witness will receive full pay provided such appearance is not brought against the Board by the Association or teacher. A teacher may not receive more than the per diem rate, including any pay received as a witness excluding mileage reimbursement.

ARTICLE XII UNPAID LEAVES

- A. Leaves of absence without pay that may be granted by the Board of Education:
1. Educational improvement.
 2. Study, research, or special teaching assignment.
 3. A leave to serve in, or campaign for, local, state or national public office for up to two (2) years.
 4. Personal reasons satisfactory to the Board.
- B. Leaves of absence without pay that will be granted by the Board of Education:
1. Three (3) leave days per teacher's contractual year will be granted by the Board at the teacher's discretion, provided:
 - a. That the leave days will not be taken immediately prior to or after a school holiday.
 - b. That the teacher's immediate supervisor will have one (1) day's prior notification.
 - c. The total number of requests will not exceed two (2%) percent of the total teaching staff for any given day.
 2. A childcare leave or adoptive leave of up to a maximum of two (2) semesters will be granted to a teacher upon written request to the superintendent's office. Leave will be limited to instances where there is a newborn infant, a new adoption, or where a child is seriously ill. The teacher must make application at least thirty (30) calendar days prior to the first day of the leave. In the event of "extenuating circumstances" the thirty (30) day application may be waived. Return from a childcare or adoptive leave will be at the beginning of the semester following the expiration date of the leave. Childcare or adoptive leave extensions of granted leaves will be at the sole discretion of the Board.
 3. Family Medical Leave Act
 - a. The Board may require medical verification of the employee's illness or that the family member's serious illness requires employee's presence and is consistent with the federal Family and Medical Leave Act. A second medical opinion may

be required at the Board's discretion and expense.

b. The Board and the teacher agree to cooperate in scheduling return from leave pursuant to the federal Family and Medical Leave Act at a time which minimized disruption to the continuity of educational programming and service delivery.

(1) If a teacher begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the teacher would return to work during the three (3) week period immediately before the conclusion of the semester.

(2) If a teacher begins leave during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.

(3) If a teacher begins leave during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.

(4) The board may grant up to one (1) school year of leave renewable at the discretion of the Board.

(5) Teachers may make written application for extension of the leave subject to the provision of the initial request.

c. The Board of Education will continue premium payments for health care benefits up to four (4) months for a teacher who has been granted leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the federal Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand.

d. The employee shall have the option of first using accrued paid leave as provided in Section B of Article X. The remainder of any leave time will be unpaid.

e. A teacher may make written application to the superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of leave on the basis of each individual case. The reasonable right of the Board of Education would not be grievable.

- C. The per diem deduction for all days used in Article XI will be determined as set forth in Article IV. D.

ARTICLE XIII TEACHER EVALUATION
--

- A. The Board and Association recognize that evaluation of teacher performance is necessary and that teacher evaluation is the responsibility of the administration. Evaluation procedures shall be reviewed with new teachers during orientation. Notice will be given during the first eight (8) weeks of the school year as to who will evaluate teachers. If circumstances require a change in evaluators, a conference will be held with the affected parties. Normally, evaluations will be done by the principal and assistant principal. However, in some instances it may be necessary to assign evaluations to other district supervisors.
- B. The procedure, forms and criteria for probationary and tenured teacher evaluation will be found in a separate document – the Holly Area Schools Framework for Effective Teaching: Professional Growth and Evaluation Program. This document will be considered as a part of this agreement. Mentoring will be included in the Framework document by 2001-2002.
- C. Probationary teachers shall receive an informal evaluation during the first ten (10) weeks of their employment. Probationary teachers will be evaluated at least once each year not later than April 15th. Probationary evaluations must be based on at least two classroom observations held no less than sixty (60) calendar days apart.
- D. Teachers can review their own personnel file in the presence of an administrator or person designated by the administrator. The teacher may request a representative of the Association to be present at such review.
- E. Teachers shall receive copies of any material placed in their personnel file. Teachers may submit a written response regarding any material including complaints, and the same shall be attached to the file copy of the material in question, and the response shall be signed and dated. If teachers are asked to sign material in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- F. The parties agree to establish a permanent evaluation committee made up of representatives selected by the Association and representatives selected by the Administration to oversee, amend and support the evaluation procedure for all teaching staff.

ARTICLE XIV REPRESENTATION

- A. A teacher has a right to representation any time that a teacher is called by an administrator for the purpose of discussion of an incident which may result in discipline.

- B. A teacher shall be entitled to representation when presenting a written response to the formal written evaluation.

**ARTICLE XV
TEACHER PROTECTION**

- A. Since a teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. A student handbook, addressing student behavior, will be made available to all teachers no later than the first week of each school year.
- C. A teacher may send any pupil to the office for disciplinary reasons. In such cases, the teacher will furnish the principal full particulars of the incident as promptly as teaching obligations will allow. The pupil will not be returned to the class until after a private consultation/telephone call between the teacher and the principal or designee.
- D. Any case of a student assault upon a teacher shall be promptly reported to the immediate supervisor by the teacher or designee. The Board, in its sole discretion, will provide all reasonable assistance to the teacher in connection with investigating and handling of the incident by law enforcement and/or judicial authorities. When a teacher is found to be without fault in a matter involving student assault and has a comp claim under Michigan Worker's Compensation, it will be treated as any other claim under Article IX of this Agreement.
- E. No formal action shall be taken upon complaint(s) against a teacher nor shall any notice thereof be included in the record of the teacher unless such matter is reported to the teacher within three (3) school days following notification of such complaint(s) and a rudimentary investigation into such complaint(s).
- F. Under the Freedom of Information Act (FOIA), when a teacher's personnel file is requested, the teacher will be notified by the District within 5 calendar days of the request.

**ARTICLE XVI
RETIREMENT**

All public school employees are members of the Michigan Public School Employees Retirement System and are eligible for retirement benefits after the guidelines of the Act are met.

**ARTICLE XVII
REIMBURSEMENT FOR ADVANCED WORK**

Reimbursements for advanced work leading to a master's degree and twenty (20) hours beyond.

- A. Teachers will be reimbursed \$100.00 per semester hour:
 - 1. For work from the thirteenth (13th) approved semester hour beyond the bachelor's degree, and through the completion of an initial master's degree.
 - 2. After the completion of the masters' degree, up to twenty (20) semester hours.
- B. Reimbursement for graduate courses must be submitted to the superintendent prior to the beginning of the semester. Courses that are not part of a degree program will require approval by the superintendent.
- C. Term hours shall be considered under this Article as being equivalent to two-thirds (2/3) of a semester hour.
- D. Request for tuition reimbursement must be submitted within 45 days of the semester accompanied by grade report.
- E. Current employees receiving advanced credit reimbursement on their salary and those credits between September 1, 1997 and Summer 1998, will be grand-fathered at the 1998 Schedule C rate of \$73.00 per semester hour.

<p>ARTICLE XVIII GRIEVANCE PROCEDURE</p>
--

- A. Definitions:
 - 1. Grievance - a claim that there has been a violation, misinterpretation or misapplication of any express provisions of this Agreement.
 - 2. Grievant - a term used to specify a teacher, a group of teachers, or the Association as the grieving party.
 - 3. Days - the term "days" when used in this Article shall mean school days, during the school year and calendar days during the summer recess, except where otherwise indicated. Saturdays, Sundays, and legal holidays are excluded.
 - 4. The Board - this term may mean the Board of Education or representative(s) of the Board designated to handle grievances at any step of this procedure.
 - 5. The Association – This term is used hereinafter to specify the Holly Education Association MEA/NEA.
- B. Items excluded from grievance procedure:
 - 1. Content of evaluations, except a question of whether the procedural requirements of Article XI have been followed.

2. Termination of services or failure to re-employ any probationary employee.
3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, as specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Edition of 1937 of Michigan as amended).
4. The termination of service or failure to reemploy any teachers to a position on the extra curricular schedule, except that contracts shall be paid in full and services cannot be terminated prior to completion of the activity except for cause. If a teacher is terminated for cause prior to completion of the activity, that teacher will be paid on a pro-rated basis for services performed.

C. Procedure:

1. Level One - informal - a grievant must take the matter up verbally with the principal or request that the Association discuss the grievance with the teacher's principal within ten (10) days following the act or condition which is the basis of the grievance or first knowledge thereof. The principal will attempt to resolve the grievance within five (5) days of Level One discussion.

Upon written request of the individual teacher and/or the Association a grievance affecting teachers on a system-wide basis may, at the discretion of the superintendent, be processed initially at Level Three.

2. Level Two - written - if the grievance is not resolved at Level One, the teacher and/or the Association will reduce the grievance to writing and present it to the principal within five (5) days of the Level One meeting. To be considered proper, the grievance when reduced to writing, must specify the specific provisions(s) of the Agreement that are alleged to have been violated, misinterpreted, or misapplied, and the relief sought.
 - a. Within five (5) days of receipt of the written grievance the principal will arrange a conference with the view of satisfactorily resolving the grievance. If the grievant does not appear at such conference said grievance shall be considered settled.
 - b. Within five (5) days after such conference the principal will answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) days after receipt of such answer, the principal's decision will be final.
 - c. If the principal does not arrange a conference as provided in Section a., or answer said grievance as provided in Section b., the grievance may be appealed to the next level.
3. Level Three
 - a. If the grievant does not accept the principal's written answer, the grievance may be appealed to the superintendent within five (5) days from the date of the principal's written decision.

- b. Within five (5) days of the receipt of the written appeal the superintendent will arrange a conference with a view of satisfactorily resolving the grievance. If the grievant does not appear at such a conference said grievance will be considered settled.
- c. Within five (5) days after such conference the superintendent will answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) days from receipt of such answer, the superintendent's decision will be final.
- d. If the superintendent does not arrange a conference as provided in Section b., or answer said grievance as provided in Section c., the grievance may proceed to Level Four.

4. Level Four

- a. If a grievant is not satisfied with the disposition of the grievance by the superintendent, the grievance may be transmitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days of the superintendent's written answer.
- b. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be most convenient to the Board will hold a hearing on the grievance. The Board will be given all information from both parties prior to the grievance hearing meeting. The hearing will be public or private at the option of the grievant as the law permits.
- c. Disposition shall be furnished to the grievant and the Association no later than five (5) days after the next regularly scheduled board meeting.

5. Level Five

- a. If the grievance is not settled at Level Four, the Association may, within ten (10) days after receipt of the written decision request that the grievance be submitted to arbitration. The request for submission to arbitration will be made by written notice delivered to the Board at the Board of Education Office.
- b. Within five (5) days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association will make every reasonable effort 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 Association 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.
- c. 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.

- d. The arbitrator will have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application or interpretation of any express provision of this Agreement.
- e. The arbitrator will have no power of 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 in violation of the Michigan School Laws.
- f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. 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.
- g. 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.
- h. If there has been no monetary loss, the arbitrator cannot award monetary damages.
- i. If the Board contests the ability of a grievance to go to arbitration, the arbitrator must first rule on this point prior to hearing the grievance.
- j. The arbitrator must deal only with the grievance that is being presented.

6. Miscellaneous

- a. Nothing contained herein shall be construed to prevent any grievant from processing a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Agreement and the Association has been given the opportunity to be present at the meeting where solutions are discussed.
- b. Grievance procedures will be adhered to during hours that do not conflict with normal teaching duties, unless time adjustments are mutually agreed upon by both parties.
- c. If a grievance is filed on or after May 15, the procedure of this Article can be altered by mutual written agreement to culminate the grievance prior to the end of June.
- d. 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.

- e. The Association and the Board hereby agree to construe the arbitration clause to enable the parties to utilize expedited arbitration under AAA auspices by mutual agreement.
- f. The Association 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.
- g. The Board shall have the right to process a grievance with the Association. The Board shall file a grievance in writing directly with the Association president, within ten (10) days following the act or condition which is the basis of the grievance or first knowledge thereof. The Association 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 three (3) days after the conference is held. If the answer is unsatisfactory to the Board the grievance may be submitted to the HEA/MEA/NEA Executive Committee in a manner consistent with Level Four. If the answer is unsatisfactory the Board may appeal to Level Five b.
- h. Time limits must be strictly adhered to unless mutually extended. A grievance not processed to the next level shall be considered withdrawn.
- i. Anyone involved in grievance processing can be assured that such involvement will not prejudice their standing with the Board or the Association.

ARTICLE XIX STRIKE PROHIBITION

The Association and its members will not engage in or encourage strike action of any type during the life of this Agreement. Violations of this Article may result in disciplinary action up to and including discharge according to the provision of Public Act 379, as amended.

ARTICLE XX SUPERSEDEENCE OF POLICY

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher's contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXI EMPLOYEE BENEFITS
--

A. Hospitalization. The Board will provide up to full family health care coverage for eligible employees. Teachers who teach a full school year will receive 12 months of insurance coverage. Those teaching less than a full teaching year will receive prorated coverage. For the duration of this agreement, a teacher may choose health benefits from the following:

1. MESSA Super Care I (with a \$100/\$200 deductible)
2. MESSA Tri-Med (Should Tri-Med not be available for the duration of the contract the bargaining teams will re-convene to discuss healthcare options)

Both of the above plans have the Preferred Rx \$5.00 prescription card.

No employee shall have double health insurance coverage.

Those teachers who do not elect health care coverage may elect to receive the following cash option or tax sheltered annuity pursuant to our 125 Plan (XXI K):

Number of Participants	Cash Option Amount
0 – 44	\$2000
45 – 54	\$2500
55 - 64	\$4500
65 – 74	\$6000
75 +	\$7000

B. Employee contribution to health premiums will be:

1. MESSA Super Care I - Employee contribution shall be 25% of the annual premium
2. MESSA Tri-Med - For the 2007 – 2008 school year Employee contribution shall be 5% of the annual premium

For the 2008 – 2009 school year, the employee contribution will be based on the following:

- If there is no increase to the premium then the employee contribution will remain at the 2007 – 2008 rate

- Any increase in the premium will be equally shared between the District and the HEA, with the employee contribution not to exceed 7.5% of the total annual premium

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

- If there is no increase to the premium then the employee contribution will remain at the 2008 – 2009 rate
 - Any increase in the premium will be equally shared between the District and the HEA, with the employee contribution not to exceed 10% of the total annual premium
- C. Term Life \$40,000 (AD&D) - in term group life insurance, part of which will be any coverage under the employee's health insurance policy.
- D. Dental - District-funded with a third party administrator with a yearly maximum of \$1200 for Class I and Class II Benefits.
1. For those persons who have no other coverage.
 - 80% Class I Benefits
 - 80% Class II Benefits
 - 80% Class III Benefits - Lifetime maximum of \$1,200.00. The above will include internal and external coordination of benefits.
 2. For those persons who have other coverage or for those teaching less than full time.
 - 50% Class I Benefits
 - 50% Class II Benefits
 - 50% Class III Benefits - Lifetime maximum of \$600.00. The above includes internal and external coordination of benefits.
- E. The Board will provide the following Long Term disability insurance coverage for each eligible employee.
1. 60% benefit percentage.
 2. Maximum monthly benefit \$3000
 3. 120 calendar days modified fill waiting period.
 4. Maternity coverage included.
- F. Vision Insurance - District-funded with a third party administrator. The Board will provide vision coverage including internal and external coordination of benefits for all employees and their eligible dependents.
- G. The Board of Education limits the number of companies who sell tax sheltered annuities to fifteen (15). For a company to qualify, it would need to deliver to the Administration Offices a number of valid payroll deduction cards equal to ten (10) employees.
- H. Employees may choose to purchase the following through the district and premiums will be payroll deducted:
1. Short term disability.
 2. Term life insurance.

- 3. Survivor income insurance.
- 4. Dependent life insurance.
- 5. Tax sheltered annuities.
- 6. Hospital indemnity -grand-fathered to those who chose this option prior to September 1995.
(No longer available to others)

- I. To be eligible for any insurance benefits provided above, the employee shall be responsible for being properly enrolled on forms provided by the Board and/or applicable insurance company.
- J. Pay for unused leave days upon retirement (under MPSERS). Teachers will be paid for all unused accumulated leave days as follows:

Unused leave days	Retirement declared by March 1 st	Retirement declared after March 1st
150 days or more	\$65.00 per day	\$40.00 per day
100 to 149 days	\$50.00 per day	\$30.00 per day
Up to 99 days	\$35.00 per day	\$20.00 per day

- K. The Board shall implement and maintain a qualified document which complies with Section 125 of the Internal Revenue Code.

**ARTICLE XXII
HEALTH EXAMINATIONS**

- A. The Board may exercise the prerogative of requiring any staff member to have health and/or psychiatric exams. The Board will notify the Association of all Board required exams. Cost of all examinations required by the Board shall be paid by the Board.
- B. In the event of a work related exposure incident involving possible blood borne pathogens, the Board will pay for all shots, and/or testing, and test results for the teacher through the district provider.

**ARTICLE XXIII
MILEAGE ALLOWANCE**

Mileage allowance for authorized trips by bargaining unit members will be established at the applicable IRS rate.

**ARTICLE XXIV
TEACHER ILLNESS AND SUBSTITUTES**

- A. The administration will designate a person or persons to hire substitutes.
 - 1. Teachers are to report illness to the person designated for hiring substitutes on the following schedule.
Secondary teachers 5:30 - 6:30 a.m.

Elementary teachers 6:30 - 7:30 a.m.

2. Teachers who know in advance that a substitute will be required for specific day(s) are encouraged to call the substitute answering service.
- B. Teachers who become ill after classes are in session are to report their illness immediately to the building principal's office, where arrangements will be made for a substitute. If the teacher is unable to remain in the classroom until a substitute arrives, it will be necessary to assign another teacher to the room or make other emergency arrangements.
- C. On the day a teacher is absent, the principal may request the teacher to submit a doctor's certificate indicating the reason for illness, the duration of illness, and a medical opinion of the teacher's ability to return to work in full capacity. The Association will be notified of such request. The intent of this Article is to prevent frequent, protracted or flagrant violation of sick the leave clause.
- D. The Board will hire substitutes for instructional assistants when the teacher responsible for the absent assistants requires a substitute and provided further that an assistant qualified by the administration is available.
- E. Substitutes for special teachers, i.e., art, music, special education, physical education, will be hired when the teacher is absent or released by the building administrator to prepare for or hold such special events as an art show, field day, or musical presentation, etc.

ARTICLE XXV LAYOFF AND RECALL
--

- A. Layoff shall be defined as a reduction in the work force, beyond normal attrition.

Layoff(s) will be based on seniority and certification. The school district will not lose accreditation by North Central or the State Department of Education because of the implementation of the layoff procedure. In the event layoff would cause a teacher to be teaching in an area in which they are deemed not to be "highly qualified" (according to ESEA (Elementary and Secondary Education Act)), then the Board and the Association representatives will meet to determine exceptions to the layoff procedure. The Administration will work closely with the Association to establish a realistic approach to problem solving.

1. The Board of Education will determine what programs are to be eliminated or reduced.
2. The Board agrees to give as much notice as possible of layoff, but not less than fourteen (14) calendar days.
3. Probationary teachers are to be laid off first, provided that others qualify for their positions.
4. Tenure teachers will be laid off according to their length of seniority, provided that others qualify for their positions.
5. Each teacher on layoff will notify the Administration Offices in writing of an address to

which a letter of recall may be sent. Such letter will be mailed to the teacher at said address by certified mail, return receipt requested. If no such address is recorded, the letter will be mailed to the teacher at the last address recorded in the Administration Office.

6. Requests for voluntary leave will be considered by the Board. Seniority for voluntary leaves that are granted shall equal one-half year per full year's leave, when the leave is granted due to layoff.
7. The certification a teacher has at the time of layoff will take precedence over any certification earned thereafter. Any change in certification after the date layoff notices are mailed will not apply. Certification earned after the mailing date will apply only for vacancies, which occur after the mailing date.
8. Teachers may continue insurance benefits on a self-pay basis during layoff if company policy permits.
9. Teachers on layoff will have priority on the substitute list if they are qualified and certified as a substitute and provided further that they request in writing to be placed on the substitute list.
10. Persons on layoff will not lose seniority during the layoff but will not accumulate additional seniority during the layoff period.
11. Layoff notices shall automatically terminate individual employment contracts.
12. Teachers will retain salary schedule placement accumulated as of the effective date of layoff.
13. The Association will receive copies of layoff notices.

B. Recall

1. Tenure teachers will be recalled first according to seniority provided that they qualify for the position.
2. Probationary teachers will be recalled only when tenure teachers cannot qualify for open positions or after all tenure teachers have been recalled.
3. Administrators who are laid off, have tenure as teachers, and are properly certified and qualified, but lack sufficient bargaining unit seniority to bump into a teaching position, may be recalled prior to probationary teachers being recalled from layoff or a new teacher being hired.
4. The recall list will be maintained by the Board. Teachers will remain on the recall list for a period of three (3) years from the point of layoff.

5. Teachers will retain sick leave that accumulated prior to layoff for use when they are recalled.
6. Certified personnel being recalled will be given seven (7) calendar days from the date of the 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 Board's obligation to rehire said certified personnel. Rejection of the Board's written offer of re-employment will terminate the Board's obligation to rehire said certified personnel.
7. The Association will receive copies of recall notices.
8. The teacher(s) shall be re-employed according to the Michigan Teacher Tenure Act.

C. Seniority

1. The Board will prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in order of the date and time that the signed contract is received in the office of the Superintendent.
2. All seniority is lost when employment is severed by resignation, retirement, and non-renewal of a probationary teacher or discharge for cause.
3. Seniority shall be credited at the end of the school year as of the last teacher workday.
4. The seniority list will be revised to reflect any changes in seniority position on the list that occurred during the work year then ended. This revision will include former administrators who receive two (2) years seniority for the prior year of teaching according to Article XI, Section G. It is understood that this adjustment will not result in any disruption of a group of teachers with the same seniority and that the former administrator will be considered the least senior in the group.
5. A teacher who did not accumulate seniority for any period of time during the year will be placed with the appropriate group of other teachers on the seniority list and will be considered the most senior person in the resultant group.
6. A seniority list will be provided to the HEA President by October 1st of each school year. The HEA President will be responsible for verifying the seniority list within thirty days.
7. Copies of the revised seniority list will be posted in each building. Objections to the seniority list shall be submitted to the HEA President and the Superintendent within ten (10) days, thereafter the list shall be final and conclusive.
8. Full seniority will be granted for one-half time or more teaching. Teachers who teach less than one-half time will receive prorated seniority credit.

**ARTICLE XXVI
SHARED COSTS**

Any costs relating to negotiations or interpretation of this contract that are mutually beneficial to both parties shall be shared equally, provided that each instance will receive joint approval before incurrence of cost.

**ARTICLE XXVII
BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and constitution of the State of Michigan, and of the United States including, but not limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during working hours.
 2. To hire all employees and, subject to the provisions of law, to determine the continued employment or dismissal or demotion.
 3. To determine the work schedules, the hours of the working day and the duties, responsibilities and assignments of all employees represented by the Association.
 4. To adopt reasonable rules and regulations.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement which are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE XXVIII
DISCIPLINE OF TEACHERS**

No teacher shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing. Non-renewal of a probationary teacher shall not be construed as discipline

**ARTICLE XXIX
SICK BANK**

All Association members will be eligible for up to twenty (20) days leave from a sick bank. These days may be granted at the Superintendent's discretion, after consulting the HEA President and the teacher, for catastrophic illness only. These days will be repaid at the rate of two (2) per year, or more at the employee's discretion.

**ARTICLE XXX
SAVINGS CLAUSE**

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.

**ARTICLE XXXI
COMPLETE AGREEMENT**

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 XXXII
MASTER AGREEMENT REOPENING**

Upon written notice to either party sixty (60) days on or before the expiration of the Agreement, negotiations shall be reopened for the following school year.

**ARTICLE XXXIII
DISCRIMINATION PROHIBITED**

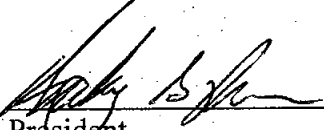
The parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, or marital status pursuant to 1976 P.A. 453, Section 209. The parties shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976 P.A. 220, and the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified disabled individual shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving Federal financial assistance.

**ARTICLE XXXIV
DURATION OF AGREEMENT**

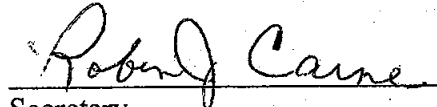
This Agreement shall be in effect as of July, 1 2007, and shall continue in effect until June 30, 2010.

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

BOARD OF EDUCATION
HOLLY AREA SCHOOLS

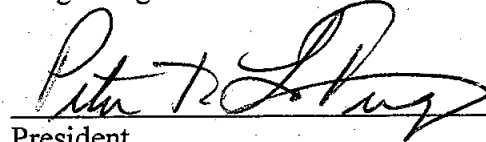


President




Secretary

HOLLY EDUCATION ASSOCIATION
Bargaining Team

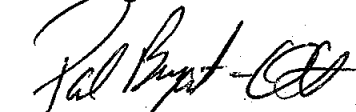


President


Chief Negotiator



HEA Negotiator



HEA Negotiator



HEA Negotiator

2007-08 SCHEDULE "A"

Step	BA	BA +18	MA	MA +30
1	\$ 35,158	\$36,037	\$ 36,916	\$ 38,323
2	\$ 36,758	\$38,415	\$ 39,731	\$ 41,442
3	\$ 38,228	\$39,070	\$ 41,717	\$ 43,721
4	\$ 39,757	\$41,152	\$ 44,638	\$ 46,781
5	\$ 41,550	\$42,798	\$ 47,316	\$ 50,056
6	\$ 43,001	\$44,510	\$ 50,155	\$ 53,560
7	\$ 44,721	\$46,290	\$ 53,666	\$ 56,773
8		\$48,604	\$ 57,422	\$ 59,896
9		\$51,521	\$ 60,868	\$ 63,190
10		\$54,612	\$ 64,520	\$ 66,350
11		\$57,889	\$ 67,100	\$ 69,004
12		\$61,217	\$ 69,784	\$ 72,454
13		\$61,217	\$ 69,784	\$ 72,454
14		\$61,217	\$ 69,784	\$ 72,454
15		\$61,676	\$ 70,133	\$ 72,679
16		\$61,676	\$ 70,133	\$ 72,679
17		\$61,676	\$ 70,133	\$ 72,679
18		\$61,676	\$ 70,133	\$ 72,679
19		\$62,293	\$ 70,484	\$ 73,020
20		\$62,293	\$ 70,484	\$ 73,020
21		\$62,293	\$ 70,484	\$ 73,020
22		\$62,293	\$ 70,484	\$ 73,020
23		\$62,760	\$ 70,836	\$ 73,568
24		\$62,760	\$ 70,836	\$ 73,568
25		\$62,760	\$ 70,836	\$ 73,568
26		\$62,760	\$ 70,836	\$ 73,568
27		\$63,231	\$ 71,368	\$ 73,936

2008-09 SCHEDULE "A"

Step	BA	BA +18	MA	MA +30
1	\$ 35,861	\$36,758	\$ 37,654	\$ 39,089
2	\$ 37,493	\$39,183	\$ 40,526	\$ 42,271
3	\$ 38,993	\$39,851	\$ 42,551	\$ 44,595
4	\$ 40,552	\$41,975	\$ 45,531	\$ 47,717
5	\$ 42,381	\$43,654	\$ 48,262	\$ 51,057
6	\$ 43,861	\$45,400	\$ 51,158	\$ 54,631
7	\$ 45,615	\$47,216	\$ 54,739	\$ 57,908
8		\$49,576	\$ 58,570	\$ 61,094
9		\$52,551	\$ 62,085	\$ 64,454
10		\$55,704	\$ 65,810	\$ 67,677
11		\$59,047	\$ 68,442	\$ 70,384
12		\$62,441	\$ 71,180	\$ 73,903
13		\$62,441	\$ 71,180	\$ 73,903
14		\$62,441	\$ 71,180	\$ 73,903
15		\$62,910	\$ 71,536	\$ 74,133
16		\$62,910	\$ 71,536	\$ 74,133
17		\$62,910	\$ 71,536	\$ 74,133
18		\$62,910	\$ 71,536	\$ 74,133
19		\$63,539	\$ 71,894	\$ 74,480
20		\$63,539	\$ 71,894	\$ 74,480
21		\$63,539	\$ 71,894	\$ 74,480
22		\$63,539	\$ 71,894	\$ 74,480
23		\$64,015	\$ 72,253	\$ 75,039
24		\$64,015	\$ 72,253	\$ 75,039
25		\$64,015	\$ 72,253	\$ 75,039
26		\$64,015	\$ 72,253	\$ 75,039
27		\$64,496	\$ 72,795	\$ 75,415

(For the 2008 – 2009 school year there will be a .5% off schedule payment that will be based upon your step and position within the HEA. EX = If an individual is on the MA scale and step 12 their off-schedule payment would be \$356.00. This payment will be made to members on the second payroll in March of 2009)

2009-10 SCHEDULE "A"

Step	BA	BA +18	MA	MA +30
1	\$ 36,578	\$37,493	\$ 38,407	\$ 39,871
2	\$ 38,243	\$39,967	\$ 41,336	\$ 43,116
3	\$ 39,772	\$40,648	\$ 43,402	\$ 45,487
4	\$ 41,363	\$42,815	\$ 46,441	\$ 48,671
5	\$ 43,229	\$44,527	\$ 49,228	\$ 52,078
6	\$ 44,738	\$46,308	\$ 52,181	\$ 55,724
7	\$ 46,528	\$48,160	\$ 55,834	\$ 59,067
8		\$50,568	\$ 59,742	\$ 62,316
9		\$53,602	\$ 63,327	\$ 65,743
10		\$56,818	\$ 67,127	\$ 69,031
11		\$60,228	\$ 69,811	\$ 71,792
12		\$63,690	\$ 72,603	\$ 75,381
13		\$63,690	\$ 72,603	\$ 75,381
14		\$63,690	\$ 72,603	\$ 75,381
15		\$64,168	\$ 72,966	\$ 75,615
16		\$64,168	\$ 72,966	\$ 75,615
17		\$64,168	\$ 72,966	\$ 75,615
18		\$64,168	\$ 72,966	\$ 75,615
19		\$64,810	\$ 73,332	\$ 75,970
20		\$64,810	\$ 73,332	\$ 75,970
21		\$64,810	\$ 73,332	\$ 75,970
22		\$64,810	\$ 73,332	\$ 75,970
23		\$65,296	\$ 73,698	\$ 76,540
24		\$65,296	\$ 73,698	\$ 76,540
25		\$65,296	\$ 73,698	\$ 76,540
26		\$65,296	\$ 73,698	\$ 76,540
27		\$65,786	\$ 74,251	\$ 76,923

EXTRA CURRICULAR ACTIVITIES

Schedule B

SPORTS

Sport	Head Coach	Assistants	7 th & 8 th Grade
Football	12.5%	9%	6%
Boys Basketball	12.5%	9%	6%
Girls Basketball	12.5%	9%	6%
Wrestling	11%	8%	5.5%
Volleyball	11%	8%	5.5%
Swimming	11%	8%	
Boys Track	9.5%	7%	5%
Girls Track	9.5%	7%	5%
Baseball	9.5%	7%	
Softball	9.5%	7%	
Soccer	9.5%	7%	
Tennis	6%	3.5%	
Cross Country	4.5%	3.25%	2.25%
Golf	4.5%	3.25%	
Skiing	4.5%	3.25%	
Cheerleading Per Squad - Per Season	4.5%	3.25%	2.25%
HS Pom Pon	4.5%		

Compensation on this schedule is based on the number of years of experience in the activity and the percentage is based on Step One (1) through Step Six (6) of the BA level on Schedule A.

Schedule B Cont.

Co-Curricular Activities	
Band – Jazz	1% per quarter
Band – Pep Band – HS	6%
Band Camp	3%
Band Camp Assistant	1.75%
Band Concerts – per concert	0.5%
Band Musical	2%
Band-Marching – HS	6%
Band-Marching Assistant – HS	3.5%
Class Sponsor – HS	3%
Class Sponsors	2%
French Club	3%
Musical – HS	6%
Musical Assistant – HS	3%
National Honor Society – HS	3%
National Honor Society Jr. – MS	2%
Newspaper – HS	3.75%
Newspaper – MS	3.75%
Play Assistant Full Length	3%
Play/Full Length	6%
Play/One Act	2%
Quiz Bowl	3%
Safety Patrol – Off Campus	3%
Safety Patrol – On Campus	2%
Science Club	3%
Spanish Club	3%
Student Council – HS	3%
Student Council – MS	2%
Theater/Auditorium Manager	10%
Vocal – HS	6%
Yearbook – HS	6%
Yearbook – MS	3.75%
Compensation on the schedule is based on the number of years of experience in the activity and the percentage is based on Step One (1) through Step Six (6) of the BA level on Schedule A.	

Any extra curricular activity that isn't listed in the pay classification listing will follow the procedure established in Article IV (Professional Compensation) Sec. B. 9.

A discretionary assistance fund will be available for stipends to be paid for occasional use of assistants for extracurricular and co-curricular activities. The funds will be:

High School \$3000 Middle School \$1500
 Each Elementary \$1250 KR Intermediate \$750

The coach or sponsor of the activity applies to the building principal for the funds. The stipend is determined by the building principal.

OTHER INSTRUCTIONAL ACTIVITIES

SCHEDULE C

Teacher pay for substitute teaching – hourly pay	BA-1 hourly rate of Schedule A
Curriculum writing – hourly pay	BA-1 hourly rate of Schedule A
Summer School – hourly pay	BA-1 hourly rate of Schedule A
In-service – hourly rate for approved hours beyond 9 required hours	0.85% of BA-1 hourly rate of Schedule A
Department Chairperson Stipend	3% of BA-1 of Schedule A per year
Teacher Leader Stipend	3% of BA-1 of Schedule A per year
Chairperson of a district curriculum committee	1% of BA-1 of Schedule A per year of study
Mentor of probationary teacher	0.5% of BA-1 per year per mentee*

*When there are mentor/mentee teams, the mentors will divide equally the total amount of the stipend per team mentee. The Holly Area Schools Framework for Effective Teaching specifies the mentor responsibilities and reporting requirements. A teacher who chooses to obtain SB-CEU's would not be eligible for stipend payment.

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 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	60 days	2 nd Trimester	56 days	3 rd Trimester	58 days
1 st Semester		84 days	2 nd 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 - <i>AM Attendance Only HS</i>
October 16	NO STUDENTS , K - 8 Inservice, HS Staff Does not report
November 6	End of 1st Marking Period
November 12	P/T Conference - <i>AM Attendance Only K - 8</i>
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 - <i>AM Attendance Only HS</i>
January 22	NO STUDENTS , K - 8 Inservice, HS Staff Does not report
January 22	End of 1st Semester
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 - <i>AM Attendance Only K - 8</i>
April 1	NO STUDENTS , HS Inservice, K - 8 Staff Does not report
April 2 - April 11	Spring Break Recess
April 29	P/T Conference - <i>AM Attendance Only HS</i>
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

Addendum for Health Insurance

A joint committee shall be convened to investigate and research alternative health insurance plans. The committee shall be comprised of equal representation from the Holly Education Association and the Board of Education and members shall be mutually agreed upon. The committee membership may be expanded to include other employee groups if mutually agreed upon by the HEA and the Board of Education. A benefit consultant may be engaged to work with the committee. All expenses related to such a consult shall be the responsibility of the Board of Education.

The purpose of the committee is to make a recommendation to the HEA and the Board of Education with respect to a health insurance plan. Any recommendation would be subject to ratification for a contract change to occur.

Addendum for Compliance with School Safety Initiative 2008

The Holly Area School District and the Holly Education Association agree to share the one-time cost for digital fingerprinting with the district paying \$27.00 and each teacher paying \$27.00. The teachers payment will be made with a payroll deduction to be implemented at \$1.00 per/pay period, beginning with the first payroll for 2007/08, with the balance owed being take from the last pay period of the 2007/08 school year. It is further understood that all teachers must comply with being digitally printed by June 1, 2008

INDEX

Addendum for Health Insurance.....	50
Addendum for School Safety Initiative.....	51
Administrative Interns.....	5, 16
Administrative Post.....	19
Advanced Work.....	26
Advance credit reimbursement.....	26
Agency shop.....	5,6
Assignments, Teacher.....	6, 14, 15, 16, 37
Association Days.....	8
Blood Borne Pathogens Exposures.....	33
Board Agenda.....	8
Board Rights.....	11, 27, 28, 35, 37
Building Use.....	8
Bulletin Boards.....	8
Calendar.....	47-49
Cash Option.....	32
Certification.....	9, 16, 17, 18, 35
Classroom move/setup.....	14
Class size.....	15
Daily Preparation.....	9
Delayed start.....	14
Dental.....	20, 32
Discipline of Teachers.....	38
Discrimination.....	39
Dues Deduction.....	6
Duration.....	5, 31, 40
Employee Benefits.....	32
Experience Credit.....	12
Extra Curricular Evaluation.....	11
Extra Curricular Activities.....	11, 44, 45
Financial Matters.....	8
Grievance Procedure.....	27-28
Health Examinations.....	34
Hospitalization.....	32
Indemnification.....	7
Injuries.....	19
Inservice Day.....	9, 47, 48, 49
Insignia.....	8
Insurance Options.....	32
Insurance Premium Contribution.....	32
Layoff and Recall.....	35-38

Index, continued

Leave, Anticipated Prolonged Disability	21
Leave, Bereavement – Family	21
Leave, Bereavement – Inlaw.....	21
Leave, Childcare	21
Leave, Days.....	20-22
Leave, Day Use.....	20
Leave, Educational Improvement	23
Leave, Exchange Program	22
Leave, Family Medical Leave Act (FMLA).....	23, 24
Leave, Funeral Non-Relative	20
Leave, Illness, Injury or Disability.....	20
Leave, Jury Service.....	22
Leave, Legal.....	22
Leave, Medical/Dental.....	20
Leave, Not Charged	20
Leave, Paternity	20
Leave, Personal Business Day	21
Leave, Public Office	23
Leave, Religious	20
Leave, Selective Service Physical Examination.....	22
Leave, Serious Illness in Family.....	20
Leave, Study	23
Leave, Without Pay.....	23
Lesson Plans	9
Life Insurance	33
Long Term Disability Insurance	33
Lunch Period.....	14
Meetings Required.....	9
Mentor Teachers	17
Mileage Allowance.....	34
Pay Selection.....	13
Per Diem Rate.....	13, 22
Personal Life.....	9
Personnel File	12, 17, 25
Preparation Period	14, 15
Printing, Shared Costs	38
Probationary Teacher In-service/academy	10
Public Information.....	8
Recall	35-38
Recognition.....	5
Reopening	39
Representation	25

Index, continued

Retirement.....	26, 34
Salary Deduction.....	5, 13, 31
Salary Schedule.....	41-43
Savings Clause.....	38
Section 125	34
Seniority.....	5, 12, 17, 18, 34, 35, 36
Seniority List.....	37
Shared Time Teaching.....	19
Sick Bank.....	37
Sick Days	20, 34
Strike Prohibition.....	31
Substitute Teachers.....	9, 16, 34, 36
Summer School Employment.....	18, 46
Supersedence	31
Tax Shelter Annuities	31, 33
Teacher Evaluations.....	12, 25, 26
Teacher Illness & Substitutes	33
Teacher Protection	26
Teacher Rights & Responsibilities	8
Teacher Work Day.....	20, 21
Telephone Use, Association	8
Transfers	17, 18
Tuition Reimbursement	27
Vacancies/Postings	17, 18
Vision Insurance	33
Workers' Compensation.....	18