

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

THE HOLLY EDUCATION ASSOCIATION MEA/NEA

2022-23

2023-24

2024-25

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This Agreement is entered into this September 19, 2022, 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 teachers, including Broncho Virtual Teachers/Mentors, under contract, including non-tenure track staff, such as school guidance counselors, school social worker(s), school speech and language pathologists and school psychologists, 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.

- C. The term "teacher", when used herein, shall refer to employees included in the unit for bargaining. The terms "tenured" and "non-tenured" track may be used herein to refer to groups of teachers, if needed.

**ARTICLE II
ASSOCIATION MEMBERSHIP**

The Board and the Association agree that every member of the recognized bargaining unit shall have the right freely to join or leave the Association.

**ARTICLE III
ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES**

- A. The Association shall have the use of buildings for meetings. Such meetings must be pre arranged 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. 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. 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.
- G. 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.
- H. 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.
- I. Building policy will govern the use of telephones for personal and school business.

- J. 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.
- K. It is the responsibility of all teachers to provide quality education. This requires careful daily preparation and self-improvement.
- L. All teachers shall have lesson plans prepared in advance for the guidance of substitute teachers according to building policy.
- M. 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.
- N. 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. Principals will schedule no more than 26 staff meetings per year. Each meeting will generally not exceed 45 minutes. Some of the meetings may be virtual and others will be in-person. Attendance is required at the meetings
 - 4. Parent-teacher conferences
- O. The District will provide reasonable break time for an employee to express milk for her nursing child up to one year after the child's birth. The district will provide a place for employees to express milk, other than a bathroom, that is shielded from view and free from intrusion by coworkers and the public. At least five (5) workdays prior to needing such break time, the employee will propose to her principal/supervisor a written plan for such break time including when it should occur with every effort being made to schedule it during non-instructional time. In the rare event that such break time needs to occur during the instructional time, the employee's proposed plan will include a suggestion for the person(s) who would cover the teaching assignment so that milk can be expressed.

**ARTICLE IV
CERTIFICATION AND PROFESSIONAL DEVELOPMENT**

- A. It is the sole responsibility of the association member to maintain current professional credentials including, but not limited to, state certification, endorsements, and highly qualified status. Renewal documentation must be submitted to the district prior to expiration.

B. Annual Professional Development Requirements

1. All certified personnel and professionals shall be required by state law to complete their annual professional development (30 hours) for any given school year by June 30.
2. All parties recognize the importance and power of professional collaboration. As such, association members are expected to attend all district and building level professional development days during the instructional year. Probationary teachers shall, and other teachers may, attend the summer academy. Individuals shall submit to their principal/supervisor a Doctor's note for use of sick time or medical appointment on a professional development day except that in the event that an individual misses professional development hours/days due to personal illness or illness of a family member but there was no related Doctor's visit, the individual shall provide their principal/supervisor a personal written note or email explaining that the individual or a family member was ill. Principals/supervisors and/or Central Office Administrator may approve an absence on a professional development day for extenuating circumstances not pertaining to illness. If the District does not meet the minimum teacher attendance requirement as determined by MDE, a date(s) will be added to the calendar year.
3. For those professionals with less than a full-time position, the required thirty (30) hours of annual professional development shall remain.
4. In the event that an association member is unable to complete the required 30 hours of professional development by June 30 of the current school year, an equivalent amount of per diem pay will be deducted from the employee's first pay in August of the same calendar year.

C. Approved Professional Development Activities

1. All district or building sponsored professional development will meet the 30-hour annual requirement.
2. Non-district sponsored professional development may meet the district and state (Appendix B) requirements but require prior approval from the building administrator or the Assistant Superintendent of Curriculum & Instruction.
3. Graduate coursework may not be used to fulfill the 30-hour annual requirement

D. 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 30 hours' annual requirement.

2. Newly hired certified professionals 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 requirements for the first year of probation only.

ARTICLE V PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers are set forth in Schedule A attached. 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. Broncho Virtual Teachers/Mentors will have the first opportunity to serve as a summer school Virtual Teacher/Mentor. Additional calendars of summer school are compensated at the Schedule C rate of \$30 per hour.
- C. This section only applies to "on staff coaches", that is those holding positions within this bargaining unit. Extra-curricular salaries will be as set forth in Schedule B attached.
 1. Extra-curricular positions are voluntary and appointments are made annually by the superintendent and are not to be construed to provide tenure in a 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. The Board-designated administrative supervisor will evaluate all coaches. The coaches 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. 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 ensure that the program or activity will be offered to students.
 6. 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. Requests for extra duty contracts, including position, payment amount, and duties, will be provided to the employee prior to the start of the extra duty.
 7. The Board of Education maintains the right to establish and cancel all extra-curricular activities or positions.
 8. 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.
9. 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.

D. 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 XXIV E.
- 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 pursuant to PA54 of 2011. Schedule advancement will not occur if the individual is rated ineffective in their prior school year year-end evaluation.

- A. All HEA bargaining unit members who return to Holly Area Schools for the 2022-23 academic year who were hired prior to the 2017-18 academic year and were eligible for a Step increase on Schedule A of the salary schedule, but did not receive it as a result of a contractual agreement for a Step freeze, will be issued one (1) Step increase on the 2022-23 Schedule A. These eligible bargaining unit group members will also still receive their regularly scheduled step as part of the current bargaining agreement (2021-22 through 2023-24). This increase will begin with the first payroll in September 2022. This increase shall be a one-time, non-precedent setting event occurring only for the 2022-23 academic year.

The above does not apply to eligible HEA bargaining unit members hired before the 2017-18 academic year who are currently at the top of Schedule A or will be at the top of Schedule A in 2022-23. Because there are no available Steps for these employees to earn on the current Schedule A salary schedule, this group of HEA bargaining unit members who return for the 2022-23 academic year will receive a one-time off schedule payment equivalent to the dollar amount difference between the top two steps in the 2022-23 Schedule A (Step 6 and Step 7 in the BA lane or Step 19 and Step 20 in the BA+18, MA, or MA+30). The amount for each individual eligible bargaining unit member in this group will align with the lane that they fall under in Schedule A (BA, BA+18, MA, or MA+30). This is a consistent approach and provides this group of eligible bargain unit members with a payment equivalent to the most recent Step that he or she has received. This payment will be processed on the first payroll in December 2022 and provided to those who are still employed with Holly Area Schools as of November 18, 2022. This shall be a one-time, non-precedent setting event occurring only for the 2022-23 academic year.

All HEA bargaining unit members hired in the 2017-18 academic year and beyond who were not impacted by a Step freeze at Holly Area Schools who return to Holly Area Schools for the 2022-23 academic year will be eligible for a retention bonus of a one-time off schedule payment of \$500.00, less normal withholdings. This payment will be processed on the first payroll in December 2022 and provided to those who are still employed with Holly Area Schools as of November 18, 2022. This shall be a one-time, non-precedent setting event occurring only for the 2022-23 academic year.

4. Teachers with public school teaching experience may 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.

E. 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.

- F. All teachers shall have 100% of their wages paid through direct deposit at a financial institution of their choice.

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. Paydays that would occur on a bank holiday or weekend will be paid on the weekday immediately preceding the scheduled payday.

- G. Teachers required to substitute during their normal preparation or conference time will be reimbursed 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

- I. To be eligible for the lane advancement on the salary schedule (BA+18, MA, or MA+30), the bargaining unit member must complete graduate level courses (at least 500 level) in a planned education program designed towards an advanced degree in an education related field. Teachers who submit approved coursework from an accrediting college or university will be placed for advancement after submitting proof of credits earned. Evidence must be submitted within two (2) weeks after the start of the school year or by January 30th.

The district agrees to make a **one-time exception** for eligible bargaining unit members who were enrolled in continuing education professional development course/hours taken through Andrew's University and/or Drake University prior to August 1, 2022 and completed by December 30, 2022 to substitute for "semester hours beyond the Master's Degree" and be eligible of the Schedule A lane change to MA+30.

These are one-time exceptions. The exceptions allowed in this agreement for lane changes are non-precedent setting and cannot be used as evidence of a district past practice or policy.

- J. The District values continuous learning allowing employees to develop into master teachers. One measurement of master teaching is earning the National Board Certification for the field of teaching. National Board Standards are developed by committees of outstanding educators who are broadly representative of accomplished professionals in their field. These Standards include the Five Core Propositions that set forth the profession's vision for accomplished teaching. Any bargaining unit member currently in the MA salary schedule lane who successfully completes the certification process for National Board Certification shall move to the MA+30 salary schedule lane.

The Bargaining Unit member must maintain the National Board Certification to continue in the MA+30 salary schedule lane. Bargaining Unit Members assigned as social workers, school psychologists, or speech and language pathologists who hold National Certification in their respective fields (C-SSWS – school social worker; NCSP – school psychologists; ASHA – Speech/Language pathologists;), shall also apply to this advancement.

- K. Attendance Incentive Stipend. Bargaining Unit members who do not use any sick or personal leave days (not to include Bereavement Leave or Jury Duty) in a Trimester period will receive a payment of \$125.00 for that Trimester period. Any Bargaining Unit member with zero "0" leave days for the entire school year would receive an additional \$125, which would be \$500 for the entire year with no absences. The stipend will be paid no later than June 30th of each year.

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.

Broncho Virtual Teachers/Mentors follow the same district teacher calendar as HEA in-person Teachers. Virtual Teachers/Mentors will be required to report in-person to work each day. 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. The start and end time of the virtual day is determined by the scheduling supervisor and is subject to change based on student registration and enrollment.

- 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.
- D. Every attempt will be made by administration to provide preparation time to teachers in 25 minute blocks of time. 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.

- E. A teacher may voluntarily accept a teaching assignment in place of his/her daily preparation time at a rate of \$100 per student per trimester. It is understood that:
1. All voluntary teaching assignments will take place in front of students during the school day.
 2. Teaching assignments in lieu of preparation time are strictly voluntary.
 3. Building administration will notify teachers of possible teaching during preparation period opportunities prior to completing the master schedule building process.
 4. Teachers will notify building administration if interested in accepting a teaching assignment in lieu of preparation time in a timely manner.
 5. This process will be reviewed annually through the term of this agreement.
- F. 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.
- G. In the spirit of collaboration no time may be added to the teacher work day without prior discussion between administration and the association.

H. **The number of Teacher Work Days is listed below:**

2022 - 23 Calendar	No Change to calendar
2023 - 24 Calendar	Teacher Work Days: 182 Newly Hired Teacher Work Days: 183
2024 - 25 Calendar	Teacher Work Days: 183 Newly Hired Teacher Work Days: 184

The District and Holly Education Association agree to finalize the 2023-24 and 2024-25 School Calendars by November 1, 2022 to reflect the added teacher work/student days as shown in the chart above.

Beginning in the 2023-24 school year, first year teachers to the district will be compensated according to Schedule C for their participation in 3 two hour scheduled workshop sessions to be held after school during the school calendar year.

**ARTICLE VII
TEACHING CONDITIONS**

A. The Board and administration will make every effort to limit class sizes as follows:

Young 5's	16 student average per day
Grades K – 2	26 students average per day
Grades 3 – 5	30 students average per day
Grades 6 –12	30 students average per period per day

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

Student caseloads for Full-Time Broncho Virtual Teacher/Mentors are determined by the scheduling supervisor and are subject to change based on student registration and enrollment. The district has determined the following range of course enrollments per Trimester as follows;

Grades K-8	200-250 course enrollments per tri/per teacher; 33 – 42 students
Grades 9-12	200-250 course enrollments per tri/per teacher; 40 – 50 students

B. Class sizes for K-12 (non-virtual classes) 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:

Young 5's-5	\$135/trimester per student over the limit
6-12	\$40/trimester 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.C. would not be applicable if the majority of teachers and the building administrator involved agreed to such a variance. Copies of the written agreement would be forwarded to the HEA President and the Superintendent.

E. The Board will strive to limit the number of students in Specials (Young 5's-5) and Science, Industrial and Practical Arts (6-12) by the number of teaching stations available.

F. The Board will annually establish a budget for teaching supplies. Building Administrators will provide each teacher and department with an annual budget.

- G. Teachers who have been assigned mainstreamed special education students will receive a complete list of special needs students and their disability areas within the first week of the school year. Subsequently, each trimester teachers will receive an updated tracker form, if necessary, from the caseload teacher for each special education student in their classrooms.
- H. The School Improvement Team will provide input to the building administrator in developing an emergency substitute plan.
- I. Teachers required to relocate to a new classroom within the same building shall be compensated for four (4) hours at the Schedule C Curriculum Rate of pay. An additional four (4) hours of Schedule C Curriculum Rate of pay will be granted for those teachers requiring relocation to another building in the District. District will move supplies between buildings. This compensation does not apply to a teacher request that is granted for a move to a new classroom.
- J. Compensation days or substitute teacher coverage will be scheduled with the approval of the building administrator.

**ARTICLE VIII
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

A. 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. Refer 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 three (3) trimesters.
6. Be compensated at their daily rate, if they work additional days beyond their regular teaching schedule.

B. Mentor Teachers

1. Participation will be voluntary.
2. An attempt will be made to match the mentor and probationary teacher in such areas as building, grade level and/or instructional areas.

3. Mentors may receive training in preparation for their responsibilities. Such training will be at district expense.

ARTICLE IX 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 X 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. The District and the HEA agree to the following for the 2022-23 academic year:

All HEA bargaining unit members actively employed during the 2021-22 school year who return to teaching at Holly Area Schools for the 2022-23 academic year will receive five (5) additional sick days on October 3, 2022. These five days may be used pursuant language in Article X.

This benefit shall be a one-time, non-precedent setting event occurring only for the 2022-23 academic year. This letter of agreement expires June 30, 2023.

C. 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.

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) days per school year will be allowed.
 - b. Leave is designed to occur within the first thirty (30) days 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, absent extenuating circumstances. 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. Three (3) personal days may be used consecutively.
- e. Personal days may not be combined with unpaid days.
- f. Personal days shall not be used the first (5) days or last (5) days 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.

D. 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. School Cancellation

In the event school is closed for students due to inclement weather or other emergency causes, bargaining unit members shall not be required to report for in-person duty for the first six (6) school cancellation days. District and Building administration reserve the right to require virtual teacher attendance at a previously scheduled IEP or 504 meeting that will take place on any canceled school day.

Beginning with the seventh (7) school cancellation day, the District reserves the right to schedule a virtual learning day.

If the district is unable to utilize virtual learning day(s) following six (6) school cancellation days, the HEA agrees to the following revisions to the 2022-23 calendar: change the March 13, 2023 professional development day to an instructional day following the 7th school cancellation day; change May 26, 2023 from a non-school day to an instructional day following the 8th school cancellation day; adding any additional instructional days after June 9, 2023 following any additional school cancellation days.

If the district is unable to utilize virtual learning day(s) following six (6) school cancellation days, the HEA agrees to the following revisions to the 2023-24 calendar: change the March 15, 2024 professional development day to an instructional day following the 7th school cancellation day; change May 24, 2024 from a non-school day to an instructional day following the 8th school cancellation day; adding any additional instructional days after June 6, 2024 following any additional school cancellation days.

The district agrees to apply to the State of Michigan for the three (3) additional forgiveness days. If the district receives approval for the three (3) days from the State of Michigan, any of the three (3) previously added days to the calendar would no longer be required. A communication would be sent to parents and staff providing this update.

In the event that the District cancels school beyond the required days/hours of pupil instruction for state aid purposes, the days/hours shall be rescheduled in accordance with the school District/Building calendar(s). Teachers shall not receive additional compensation for the rescheduled days/hours of instruction.

If, due to a statutory change or modification, the 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 of school at the end of the school year and shall not lose pay or paid leave.

The district agrees to meet with the HEA contract maintenance team following any future MDE or Legislative rule changes that could impact the language in this section. The meeting would be an opportunity to review and make possible considerations as a result of future MDE or Legislative rule changes.

4. 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 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.

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 XI
UNPAID LEAVES**

A. Leaves of absence without pay that may be granted by the Superintendent:

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. Three (3) leave days per teacher's contractual year will be granted by the Superintendent at the teacher's discretion, provided:
1. That the leave days will not be taken immediately prior to or after a school holiday.
 2. That the teacher's immediate supervisor will have one (1) day's prior notification.
 3. The total number of requests will not exceed three (3%) percent of the total teaching staff for any given day.
- C. A childcare leave or adoptive leave of up to a maximum of three (3) trimesters 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 child care or adoptive leave will be at the beginning of the trimester following the expiration date of the leave. Child Care or adoptive leave extensions of granted leaves will be at the sole discretion of the Board.
- D. Family Medical Leave Act
1. 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.
 2. 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 more than three (3) weeks before the end of a trimester, the Board may require that leave be taken until the conclusion of the trimester if the leave is to last at least two (2) weeks and the teacher would return to work during the two (2) week period immediately before the conclusion of the trimester.
 - (2) If a teacher begins leave during the three (3) week period before the end

of a trimester, the Board may require that leave be taken until the end of the trimester 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 trimester.

- (3) If a teacher begins leave during the three (3) week period before the end of a trimester 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 trimester.
 - (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.
3. 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.
 4. 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 beyond paid leave will be unpaid.
 5. 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 Board of Education action would not be grievable.
- C. The per diem deduction for all days used in Article XI will be determined as set forth in Article V - Section D.

**ARTICLE XII
PERSONNEL FILE**

- A. Teachers may 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.
- B. Teachers shall receive copies of any material placed in their personnel file. Teachers may submit a written response within thirty (30) days of receipt of the document 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.

**ARTICLE XIII
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. 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 XIV 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 XV REIMBURSEMENT FOR ADVANCED WORK

For 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 at the beginning of the semester. Courses that are not part of a degree program in education or related to their certification 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. The National Board assessment is grouped into four components. Teachers will be reimbursed \$100 per component area. Requests for reimbursement of the \$100 towards each component's fee must be submitted within 45 days of successful completion of the National Board Certification Component area.

ARTICLE XVI GRIEVANCE PROCEDURE

- 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 business days during the summer recess.
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. Evaluations and any other prohibited subjects of bargaining.
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 prorated 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. Individuals may not arbitrate grievances.
- 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 XVII 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 XVIII 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 XIX 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 will have health benefits from Simply Blue and Blue Care Network which are subsidiaries of Blue Cross Blue Shield of Michigan.

No employee shall have double health insurance coverage. Married couples within the district shall not participate in the cash option, or any other deductible reimbursement.

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). This payment will be made in twenty (20) equal installments beginning with the first pay in September and ending with the last pay in June.

Number of Participants	Cash Option Amount
0 – 22	\$2,000
23 – 37	\$4,000
38 +	\$6,000

B. Employee Contribution To Health Premiums

The district will contribute up to the actual plan costs, unless they exceed the State Hard Cap. The district will share the employee contribution rates by May 1st of each year.

District contributions to the HSA payment will be made as follows:

- 1/3 on the first pay in September
- 1/3 on the first pay in December
- 1/3 on the first pay in March

Staff that choose a plan with monthly premiums that exceed the district's health insurance contribution will be responsible for their own HSA contribution. Additional funding of HSA will be available during Open Enrollment in HR Connection.

C. Term Life \$50,000 (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 \$1,500 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 \$1,500.00
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 \$750.00
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.
 - 60% benefit percentage.
 - Maximum monthly benefit \$4,500
 - 120 calendar days modified full waiting period.
 - 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:
 - Short term disability
 - Term life insurance

- 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 MPERS). Teachers will be paid for all unused accumulated leave days as follows:

Unused Leave Days	Retirement Declared By March 1st	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.

- L. The District will provide an Employee Assistance Plan through Ulliance for the benefit of all our HEA bargaining unit members; this benefit will be provided at no cost to the individual employee.

These services include the following:

 - Financial credit and debt management
 - Short-term focused counseling
 - Coaching in developing and achieving self-improvement goals
 - A 30-minute consultation per issue with an Attorney (some limitations)
 - Crisis support with unlimited on-site group support following a workplace critical incident.

- M. Employees with a child(ren)/stepchild(ren) joining an athletic sport will not be charged the District's "Pay to Participate" fee.
- N. Teachers who are resigning from their teaching position and notify the District by June 30th will continue their Benefits through August 31st of that year. Benefits would end on June 30th for teachers retiring as part of Office of Retirement Services services and benefits beginning in July.
- O. Benefits for retiring teachers will end at the conclusion of the last month in which they work. However, if a member meets the qualifications for a summer birthday provision as outlined by the ORS, upon confirmation, those benefits shall be through the month of their summer birthday, but no longer than the month of August.

**ARTICLE XX
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. The Board shall pay cost of all examinations required 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 XXI
MILEAGE ALLOWANCE**

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

**ARTICLE XXII
TEACHER ILLNESS AND SUBSTITUTES**

- A. The administration will designate a person or persons to hire substitutes.
 - 1. Teachers are to report illness to the designated service on the following schedule.
 - Secondary teachers no later than 5:30 a.m.
 - Elementary teachers no later than 6:30 a.m.
 - 2. Teachers who know in advance that a substitute will be required for specific day(s) are encouraged to call the designated 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. Absence Verification
 - 1. If an employee is absent three (3) or more consecutive days, the Board may request verification of illness. Verification shall mean a written statement from a physician or other licensed practitioner that supports the unit employee's inability to report for work. Verification should not contain private medical information, except as provided under FMLA.
 - 2. If administration feel that the unit employee is abusing the use of leave days, an employee may be asked to provide verification according to the following circumstances:

If the employee has a pattern of absences, the Board shall provide written notification of suspected abuse, including documentation, and the employee may be asked to submit verification of the current and/or future illnesses which follow the same/similar pattern.
- 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.
- F. In the event of a substitute shortage, teachers on their conference period must be pulled before team teachers.
- G. In the event of a substitute shortage and students are split between classrooms, those teachers will share compensation in the amount equal to daily substitute pay.

ARTICLE XXIII SENIORITY

- A. Administrators will retain such seniority time as they have accumulated, as HEA members, while teaching in the Holly Area Schools, provided that their employment is continuous.

B. 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.

C. Teachers may continue insurance benefits on a self-pay basis during layoff if company policy permits.

D. Recall Procedures

1. Teachers will retain sick leave that accumulated prior to layoff for use when they are recalled.
2. The Association will receive copies of recall notices.
3. Teachers will retain salary schedule placement accumulated as of the effective date of layoff.

E. Seniority

Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work.

1. The Board will prepare a seniority list. 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 or termination.
3. Seniority shall be credited at the end of the school year as of the last teacher workday.
4. Persons on layoff will not lose seniority during the layoff but will not accumulate additional seniority during the layoff period.
5. 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 administrator's seniority for the prior year of teaching according to Article

XXIII(A) Seniority. 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.

6. 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.
7. A seniority list will be emailed to all teachers by October 1st of each school year. Objections to the seniority list shall be filed with the administration within thirty days thereafter, the list shall be final.
8. 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.
9. 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.
10. 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.

ARTICLE XXIV CONTRACT MAINTENANCE

- A. 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.
- B. The Contract Maintenance committee (CMC) is established to enhance communication about district goals and initiatives as well as to collaboratively solve problems related to contract interpretation and implementation. The membership shall be established prior to the first meeting of each school year with three (3) members selected by the association and three (3) members selected by the administration. CMC shall meet once per trimester and once during summer recess on a schedule mutually determined by the parties. Meetings will be held during non-instructional time unless otherwise mutually agreed by the parties. Proposed agenda time's will be shared among the parties at least three work days prior to each meeting, and the administration will develop agenda based on those proposed items.

**ARTICLE XXV
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 Association Agrees that teachers will work the minimum number of days and hours required by the state to receive the full per pupil state aid. If additional days or hours need to be added to meet a change in state law or rule, the parties agree to negotiate changes to the previously agreed upon district calendar to receive such funding. Any such change to state law or rule that exempts closed contracts will not require any changes.
- C. 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 XXVI
SICK BANK**

All Association members will be eligible for up to twenty (20) days leave from a sick bank. These days provide for the possibility of extended protection for individual members who have exhausted all other personal sick leave time and are unable to perform their professional responsibilities because of personal illness or disability.

The use of these days will be governed by a committee of four (4) members, two (2) appointed by the Association and two (2) appointed by the Board. The members of this committee shall remain anonymous and will only be by themselves and the Superintendent or designee. If a two (2) to two (2) vote should occur, members of the committee will meet to discuss the member's request for days. If a resolution is unable to be secured at this meeting, the superintendent may make the final decision regarding the use of the day by the member.

These days will be repaid at the rate of two (2) per year, or more—at the employee's discretion. If the employee voluntarily severs district employment, the employee will reimburse the outstanding balance of days owed to the district, calculated at their per diem rate of the contract year in which the days were borrowed.

ARTICLE XXVII 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 XXVIII 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 XXIX 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 XXX 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 Persons with Disabilities 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 XXXI
DURATION OF AGREEMENT**

This Agreement shall be in effect upon ratification by the parties on September 19, 2022 and shall continue in effect until June 30, 2025.

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

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 - Leigh Jackson



Secretary - Jennifer Young

HOLLY EDUCATION ASSOCIATION
BARGAINING TEAM



HEA President - Marcy Harris



HEA Negotiator - Aimee Schwartz

HEA Negotiator -

HEA Negotiator -

HEA Negotiator -

HEA Negotiator -

SCHEDULE A - 2022-23

Step	BA	BA+ 18	MA	MA+ 30
1	\$41,900	\$42,858	\$43,487	\$46,003
2	\$43,786	\$45,429	\$46,749	\$49,507
3	\$45,756	\$48,155	\$50,138	\$53,220
4	\$47,815	\$50,322	\$53,773	\$57,078
5	\$49,130	\$52,587	\$56,730	\$61,217
6	\$50,481	\$54,953	\$59,850	\$64,277
7	\$51,869	\$57,426	\$63,142	\$67,491
8	\$53,295	\$60,010	\$66,615	\$70,191
9	\$54,761	\$62,711	\$70,279	\$72,999
10	\$56,267	\$64,435	\$72,036	\$75,919
11	\$57,814	\$66,207	\$73,837	\$77,437
12	\$59,260	\$67,200	\$75,313	\$78,599
13	\$60,741	\$68,208	\$76,443	\$79,777
14	\$62,260	\$68,890	\$77,208	\$80,775

SCHEDULE A - 2023-24

Step	BA	BA+ 18	MA	MA+ 30
1	\$42,738	\$43,715	\$44,357	\$46,974
2	\$44,661	\$46,338	\$47,683	\$50,497
3	\$46,671	\$49,118	\$51,141	\$54,284
4	\$48,771	\$51,329	\$54,848	\$58,220
5	\$50,112	\$53,638	\$57,865	\$62,441
6	\$51,490	\$56,052	\$61,047	\$65,563
7	\$52,906	\$58,575	\$64,405	\$68,841
8	\$54,361	\$61,210	\$67,947	\$71,595
9	\$55,856	\$63,965	\$71,684	\$74,459
10	\$57,392	\$65,724	\$73,477	\$77,437
11	\$58,971	\$67,531	\$75,313	\$79,986
12	\$60,445	\$68,544	\$76,820	\$80,170
13	\$61,956	\$69,572	\$77,972	\$81,373
14	\$63,505	\$70,268	\$78,752	\$82,390

SCHEDULE A - 2024-25

Step	BA	BA+ 18	MA	MA+ 30
1	\$43,593	\$44,559	\$45,244	\$47,914
2	\$45,554	\$47,265	\$48,637	\$51,507
3	\$47,604	\$50,101	\$52,163	\$55,370
4	\$49,747	\$52,355	\$55,945	\$59,384
5	\$51,115	\$54,711	\$59,022	\$63,690
6	\$52,250	\$57,173	\$62,268	\$66,874
7	\$53,965	\$59,746	\$65,693	\$70,218
8	\$55,449	\$62,435	\$69,306	\$73,027
9	\$56,973	\$65,244	\$73,118	\$75,948
10	\$58,540	\$67,038	\$74,946	\$78,986
11	\$60,150	\$68,882	\$76,820	\$80,565
12	\$61,654	\$69,915	\$78,356	\$81,774
13	\$63,195	\$70,964	\$79,531	\$83,000
14	\$64,775	\$71,674	\$80,327	\$84,038

LONGEVITY - Regardless of Step - Years of Service to HAS

25-29 YEARS	\$500	\$500	\$500
30+ YEARS	\$800	\$800	\$800

Longevity will be calculated for continuous years of service to the Holly Area School District through the current school year and shall be paid annually, in a lump sum, on the last pay in June.

Three (3) Year salary schedule (2022-23 through 2024-25) with step increases each year, if minimum fund balance level exceeds 8.5%.

The parties agree that if during the time period of this contract the audited fund balance ever falls below 8.5% that reductions in Schedule A, or other education association costs will be negotiated and will be enacted to maintain a 8.5% fund balance. HEA concessions will be limited to the HEA percentage of the district's wage and benefit expenses. (Example: If HEA wages and benefits equal 50% of the district's total wages and benefits, and the district is \$100,000 short of maintaining a 8.5% fund balance, the HEA concession will be limited to \$50,000).

The 8.5% minimum fund balance level will sunset at the end of this 2022-2025 master agreement and return to the 7.0% minimum fund balance level. Upon sunset, both parties agree that 7.0% will be the starting point for any future negotiations.

EXTRA CURRICULAR ACTIVITIES
Schedule B*

Sport	Head Coach	Assistants	Varsity** Assistant	7th & 8th Grade
Football (7)	\$5,000	\$3,600	\$1,800	(4) \$2,400
Boys Basketball (2)	\$5,000	\$3,600	\$1,800	(2) \$2,400
Girls Basketball (2)	\$5,000	\$3,600	\$1,800	(2) \$2,400
Wrestling (1)	\$4,500	\$3,200		(1) \$2,200
Volleyball (2)	\$4,500	\$3,200	\$1,600	(2) \$2,200
Swimming (2)^	\$4,500	\$3,200		
Boys Track (3)	\$4,000	\$2,800		(1.5) \$2,000
Girls Track (3)	\$4,000	\$2,800		(1.5) \$2,000
Baseball (2)	\$4,000	\$2,800	\$1,400	
Softball (2)	\$4,000	\$2,800	\$1,400	
Soccer (1)^	\$4,000	\$2,800	\$1,400	
Tennis (1)^	\$3,500	\$1,500		
Cross Country (1)^	\$3,000	\$1,500		(1) \$1,000
Golf (1)^	\$3,000	\$1,500		
Skiing^	\$2,000			
Sideline Cheer (1) (Per Squad - Per Season)	\$2,000	\$1,500		(1) \$1,000
Competitive Cheer(1)	\$2,500	\$1,500		
HS Dance	\$2,250			
Bowling ^	\$2,000	\$1,000		

* Applies to new coaches hired after July 1, 2018 (unless the new rate is an increase)

** Position is only available when a JV or Freshman program does not field a team

^ Signifies a boys and girls program is present

Co-Curricular Activities			
Band-Marching – HS	\$2,500	Band Camp	\$1,200
Band-Marching Assistant – HS	\$1,500	Band Camp Assistant	\$750
Band – Jazz	\$400 Per Tri	Band-Pep Band - HS	\$2,500
Band Musical	\$1,000	Band/Choir Concerts – Per Concert (Not to Exceed 4 Concerts Per Person)	\$200
Class Sponsor - HS	\$1,125	Class Sponsors - MS	\$750
Vocal – HS	\$2,500		
Musical – HS	\$2,500	Musical Assistant – HS	\$1,250
Play/Full Length	\$2,500	Play Assistant Full Length	\$1,250
Play/One Act	\$1,000		
National Honor Societies – HS (Not More Than 4)	3.00% \$1,000	National Honor Society Jr. – MS	\$750
Clubs - HS (Not More Than 6)	\$1,000	Clubs - MS (Not More Than 4)	\$750
Newspaper – HS	\$1,500	Newspaper – MS	\$1,500
Academic Competitions - HS (Not More Than 3)	\$1,000	Academic Competitions - MS (Not More Than 3)	\$750
		Elementary Safety Positions On Campus (EL)	\$750
Leadership - HS	\$2,500	Elementary LIM Activities (Total Amount Per Building)	\$1,400
Leadership Community Event - HS (Not More Than 4)	\$750 Per Event	Middle School LIM Activities (Total Amount Per Building)	\$2,000
Holly High Design	\$2,000	HS L.I.F.T. Mentor	\$2,000
LIM individual stipends will determined in consultation with the staff and building Principal			
Theater/Auditorium Manager (HAS)	\$4,500	Auditorium Manager Asst. (HAS)	\$1,250
Yearbook – HS	\$2,500	Yearbook - MS (After School Program)	\$1,500
		Yearbook - EL (After School Program)	\$1,000

A discretionary assistance fund will be available for stipends to be paid for occasional use of assistants for extra and co-curricular activities in each building. The coach or sponsor of the activity applies to the building principal for the funds. The stipend is determined by the building principal.

The building amount will be calculated by taking the number of basic education teachers in the building multiplied by \$140 per teacher for grades Young 5's - 5 and \$75 per teacher for grades 6-12.

**OTHER INSTRUCTIONAL ACTIVITIES
SCHEDULE C**

Teacher pay for substitute teaching	\$30.00 per hour
Curriculum writing	\$30.00 per hour
Summer School	\$30.00 per hour
Counselor hourly rate beyond scheduled school year	\$50.00 per hour
Counselor Evening Event	\$200 per event
Department Advisor Stipend	\$1,125-per year
Data Advisor Stipend	\$1,125 per year
Technology Advisor Stipend	\$1,125 per year
Chairperson of a district curriculum committee	\$400 per year of study
Mentor of probationary teacher	\$750 per year per 1 st year mentee \$500 per year per 2 nd year mentee \$250 per year per 3 rd year mentee
High School Federal and State Testing Coordinator	\$1,500 per year

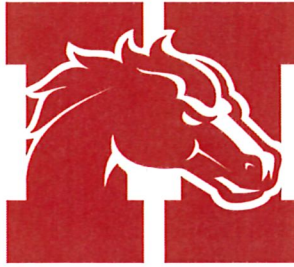
When there are mentor/mentee teams, the mentors will divide equally the total amount of the stipend per team mentee. The Holly Area Schools Framework for Effective Teaching specifies the mentor responsibilities and reporting requirements. A teacher who chooses to obtain SCECH's would not be eligible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



**Holly Area Schools
2022-23 Calendar**

August 23:	First Day NEW STAFF
August 24-25:	ALL Staff - District Wide PD
August 29:	First Day of School – Half Day Students
September 2-5:	Labor Day Holiday Break – NO SCHOOL
September 21:	No Students - District Wide PD
October 21:	Half Day - Students and Staff
November 8:	No Students – District Wide PD
November 23:	Half Day Students and Staff – End of Trimester I
November 24-25:	Thanksgiving Holiday Break – NO SCHOOL
Dec 26 - Jan 6:	Winter Holiday Break – NO SCHOOL
January 9:	School Resumes
January 16:	MLK Holiday Break – NO SCHOOL
February 3:	Half Day - Students and Staff
February 20-21:	Students Mid-Winter Break – NO SCHOOL
February 21:	ALL Staff - District Wide PD
March 10:	Half Day Students and Staff – End of Trimester II
March 13:	No Students – District Wide PD
March 27-31:	Spring Holiday Break – NO SCHOOL
April 7:	Good Friday Holiday Break – NO SCHOOL
May 5:	Half Day - Students and Staff
May 26-29:	Memorial Day Holiday Break – NO SCHOOL
June 9:	Half Day Students and Staff – End of Trimester III LAST DAY OF SCHOOL

12 hours during the school year will be allocated for Parent-Teacher Conferences
Teacher Work Days: 183; New Teacher Work Days: 184



**Holly Area Schools
2023-24 Calendar**

August 22:	First Day NEW STAFF
August 23-24:	ALL Staff - District Wide PD
August 28:	First Day of School – Half Day Students
September 1-4:	Labor Day Holiday Break – NO SCHOOL
September 20:	No Students - District Wide PD
October 20:	Half Day - Students and Staff
November 7:	No Students – District Wide PD
November 22:	Half Day Students and Staff – End of Trimester I
November 23-24:	Thanksgiving Holiday Break – NO SCHOOL
Dec 25 – Jan 5:	Winter Holiday Break – NO SCHOOL
January 8:	School Resumes
January 15:	MLK Holiday Break – NO SCHOOL
February 2:	Half Day - Students and Staff
February 19-20:	Students Mid-Winter Break – NO SCHOOL
February 20:	ALL Staff - District Wide PD
March 8:	Half Day Students and Staff – End of Trimester II
March 15:	No Students – District Wide PD
March 25-29:	Spring Holiday Break – NO SCHOOL
May 3:	Half Day - Students and Staff
May 24-27:	Memorial Day Holiday Break – NO SCHOOL
June 6:	Half Day Students and Staff – End of Trimester III LAST DAY OF SCHOOL

12 hours during the school year will be allocated for Parent-Teacher Conferences
Teacher Work Days: 184; New Teacher Work Days: 185

APPENDIX A. NON-TENURED TRACK

The following appendix shall only apply to the following members whose positions are not governed by the Tenure Act to include; the school guidance counselors, school social workers, school speech and language pathologists and school psychologists. These articles are in addition to the articles in the master agreement.

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. All non-tenure track employees shall be given written notice of their tentative assignment for the forthcoming year no later than five (5) business days after completion of the preceding school year. In the event of any type of change, all non-tenure track employees affected and the Association will be promptly notified.

VACANCIES AND TRANSFERS

- A. 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 email. 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.

- B. Voluntary Transfers

Any non-tenure track employee 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, position sought, and the qualifications. All requests for possible assignment change must be submitted by April 1st.

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

- C. 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 if all else is equal.

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 non-tenure track employees, 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: Superintendent or designee, appropriate program or building administrator, individuals involved in the transfer and a representative of the HEA.
3. The Association and non-tenure track employee(s) 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 non-tenure track employee may request a meeting with the superintendent or designee within 10 calendar days of notification to request additional information or challenge the reasons. Such a meeting shall be scheduled within 10 calendar days of the receipt of written request.

D. The Association and applicant shall receive written notice of the decision regarding transfers.

NON-TENURE TRACK EMPLOYEE EVALUATION

- A. The Board and Association recognize that evaluation of non-tenure track employee performance is necessary and that evaluation is the responsibility of the administration. Evaluation procedures shall be reviewed with non-tenure track employees within the first eight (8) weeks. Notice will be given during the first eight (8) weeks of the school year as to who will evaluate non-tenure track employees. If circumstances require a change in evaluators, a conference will be held with the affected parties. Normally the principal, assistant principal or director will conduct evaluations. Other district personnel may conduct evaluations by mutual agreement of the HEA member and administration, or association request.
- B. Non-tenured track employees will be evaluated in their current assignment. The procedure, forms and criteria for evaluation will be found in a separate document
- C. Non-tenure track employees will be evaluated yearly.
 1. The evaluation cycle will be comprised of a formal evaluation based on the 5D Framework and Evaluation Rubric.
 - a. Summative evaluation is due no later than June 15 of the school year.

LAYOFF AND RECALL

A. Layoff Procedures

Layoff shall be defined as a reduction in the workforce, beyond normal attrition.

Layoff(s) will be based on non-tenure track employees' effectiveness ratings, seniority, State certification, appropriate grade level placement and highly qualified status. The school district will not lose accreditation by AdvancED or the State Department of Education because of the implementation of the layoff procedure. Before official action on a reduction of non-tenure track employees is taken by the Board of Education, it or a designated representative will give notice in writing to the association in order that a meeting can be set so the association can consult and make recommendations concerning reductions.

1. The Board agrees to give as much notice as possible of layoff, but no later than June 1st of the current school year.
2. Each non-tenure track employee 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 non-tenure track employee at said address by certified mail, return receipt requested. If no such address is recorded, the letter will be mailed to the non-tenure track employee at the last address recorded in the Administration Office.
3. To provide appropriate time for planning and preparation for the upcoming school year, placement of non-tenure track employees will be based on appropriate qualifications (including but not limited to endorsements and highly qualified status) as of March 1st of the current year.
4. Non-tenure track employees may continue insurance benefits on a self-pay basis during layoff if company policy permits.
5. Non-tenure track employees 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.
6. Persons on layoff will not lose seniority during the layoff but will not accumulate additional seniority during the layoff period.
7. Layoff notices shall automatically terminate individual employment contracts.
8. Non-tenure track employees will retain salary schedule placement accumulated as of the effective date of layoff.

9. The Association will receive copies of layoff notices.

B. Recall Procedures

1. Administrators who are laid off and are properly certified and qualified, but lack sufficient bargaining unit seniority to bump into a non-tenure track employee position, may be recalled prior to probationary non-tenure track employees being recalled from layoff or a new non-tenure track employee being hired.
2. The Board will maintain the recall list. Non-tenure track employees will remain on the recall list for a period of two (2) years from the point of layoff.
3. Non-tenure track employees will retain sick leave that accumulated prior to layoff for use when they are recalled.
4. 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 reemployment will terminate the Board's obligation to rehire said certified personnel.
5. The Association will receive copies of recall notices.

C. Seniority

Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work.

A non-tenure track employee who did not accumulate seniority for any period of time during the year will be placed with the appropriate group on the seniority list and will be considered the most senior person in the resultant group.

DISCIPLINE OF NON-TENURED TRACK EMPLOYEES

- A. No non-tenure track employee 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 non-tenure track employee shall not be construed as discipline.
- B. Non-teaching professionals shall be subject to five (5) years of probation and may be dismissed.

Guidelines for Professional Development that Qualifies for Michigan Legislative Requirements under Michigan Compiled Law Sections 380.1526 and 1527

District provided professional development (DPPD) as required per MCL 380.1526 and 1527 is professional development that is 1) provided by the district or school in some way (financial support, stipend, release time, substitute teachers, access, technology, etc.) and 2) content and/or grade level appropriate.

Professional development that qualifies under [MCL 380.1526](#) and [1527](#) may be used for recertification. DPPD that took place prior to July 1, 2020 may be reported for certificate renewal using the [District Provided Professional Development Record for Certificate Renewal](#). DPPD occurring after July 1, 2020 must be entered as a State Continuing Education Clock Hours (SCECHs) program by the district or sponsor.

Examples of Activities	Does it Qualify as Professional Development Under Section 1526? (professional development days for new teachers)	Does it Qualify as Professional Development Under Section 1527? (professional development days for all teachers)
Orientation Experiences (such as district and building orientation)	Yes (If provided/supported by district in some way and content/grade level appropriate)	No
Curriculum Development Meetings, School Improvement Committees	Yes (If provided/supported by district in some way and content/grade level appropriate)	Yes (If provided/supported by district in some way and content/grade level appropriate)
Professional Learning Communities, Study Groups, Action Research, Study of Student Work, Lesson Study	Yes (If provided/supported by district in some way and content/grade level appropriate)	Yes (If provided/supported by district in some way and content/grade level appropriate)
University or College Class	Yes (If provided/supported by district in some way and content/grade level appropriate)	Yes (If provided/supported by district in some way and content/grade level appropriate)
Mentoring of New Teachers	Yes (If provided/supported by district and content/grade level appropriate)	Maybe (If new knowledge is gained by veteran teacher while providing formal mentoring)
Instructional Technology	Yes (If it leads to new knowledge about using technology-enhanced methods)	Yes (If it leads to new knowledge about using technology-enhanced methods)

Examples of Activities	Does it Qualify as Professional Development Under Section 1526? (professional development days for new teachers)	Does it Qualify as Professional Development Under Section 1527? (professional development days for all teachers)
Sessions Dedicated to Qualifying for North Central Association or MDE Accreditation	Yes (If provided/supported by district in some way and content/grade level appropriate, and relevant to the needs of a new teacher)	Yes (If provided/supported by district in some way and content/grade level appropriate)
Conferences/ Workshops • At an On-site Location	Yes (If provided/supported by district in some way and content/grade level appropriate, unless it already is being counted under 1527)	Yes (If provided/supported by district in some way and content/grade level appropriate)
• At an Off-site Location	Yes (If it is relevant to the new teachers' classroom needs, unless it is already being counted under 1527)	Yes (If provided/supported by district in some way and content/grade level appropriate)
Online Learning Experiences (including courses focusing on curriculum content and /or pedagogy)	Yes (If provided/supported by district in some way, is content/grade level appropriate, and relevant to the classroom needs of the new teacher)	Yes (If provided/supported by district in some way and content/grade level appropriate)
Student Teacher Supervision	N/A (Teachers in their first three years in the teaching profession usually do not serve in this role.)	Maybe (If it leads to new knowledge for the supervising teacher, is provided/supported by district in some way and content/grade level appropriate)
Staff Meetings	No (Unless the primary purpose of the meeting is about student learning, instructional strategies, curriculum content, or content specific to the needs of new teachers)	No (Unless the primary purpose of the meeting is about student learning, instructional strategies or curriculum content)
School Safety Trainings (First Aid/CPR, Blood-Borne Pathogens, EpiPen, Active Shooter, etc.)	No	Yes A memo sent on 6/2/22 allows these to count for the 2022-23 academic year.
Procedural Trainings and Drills	No	No
Parent-Teacher Conferences or Back to School Night	No	No
Athletic Coaching Clinics	No	No
Records Day	No	No

For information contact Marty Snitgen at: 517-335-2669 or snitgenm1@michigan.gov.

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LETTER OF Agreement
BETWEEN
Holly Area Schools (District)
AND THE
Holly Education Association (Association)

Re: Article XXV. B.

For the 2021-22, 2022-23, 2023-24 school years, and until a successor agreement is ratified, the parties agree to the following:

If the parties are required to negotiate due to Article XXV, Section B, there shall be no change in wages for any agreement that results in working 185 days or less.

Marcy Harris (Association President)

Scott Roper (District Superintendent)

LETTER OF Agreement
BETWEEN
Holly Area Schools (District)
AND THE
Holly Education Association (Association)

Re: Health Care Study

During negotiations of the 2021-2024 Master Agreement, the parties determined that a comprehensive review of health care insurance would be appropriate for consideration in a successor contract. Therefore, the parties indicated below hereby agree to convene a health care review committee no later than January 2024.

Marcy Harris (Association President)

Scott Roper (District Superintendent)