

8/31/97

AGREEMENT

between

BOARD OF EDUCATION

of the

SCHOOL DISTRICT OF THE

CITY OF HOLLAND

and

HOLLAND EDUCATION ASSOCIATION

August 29, 1994 - August 31, 1997

Holland Public Schools

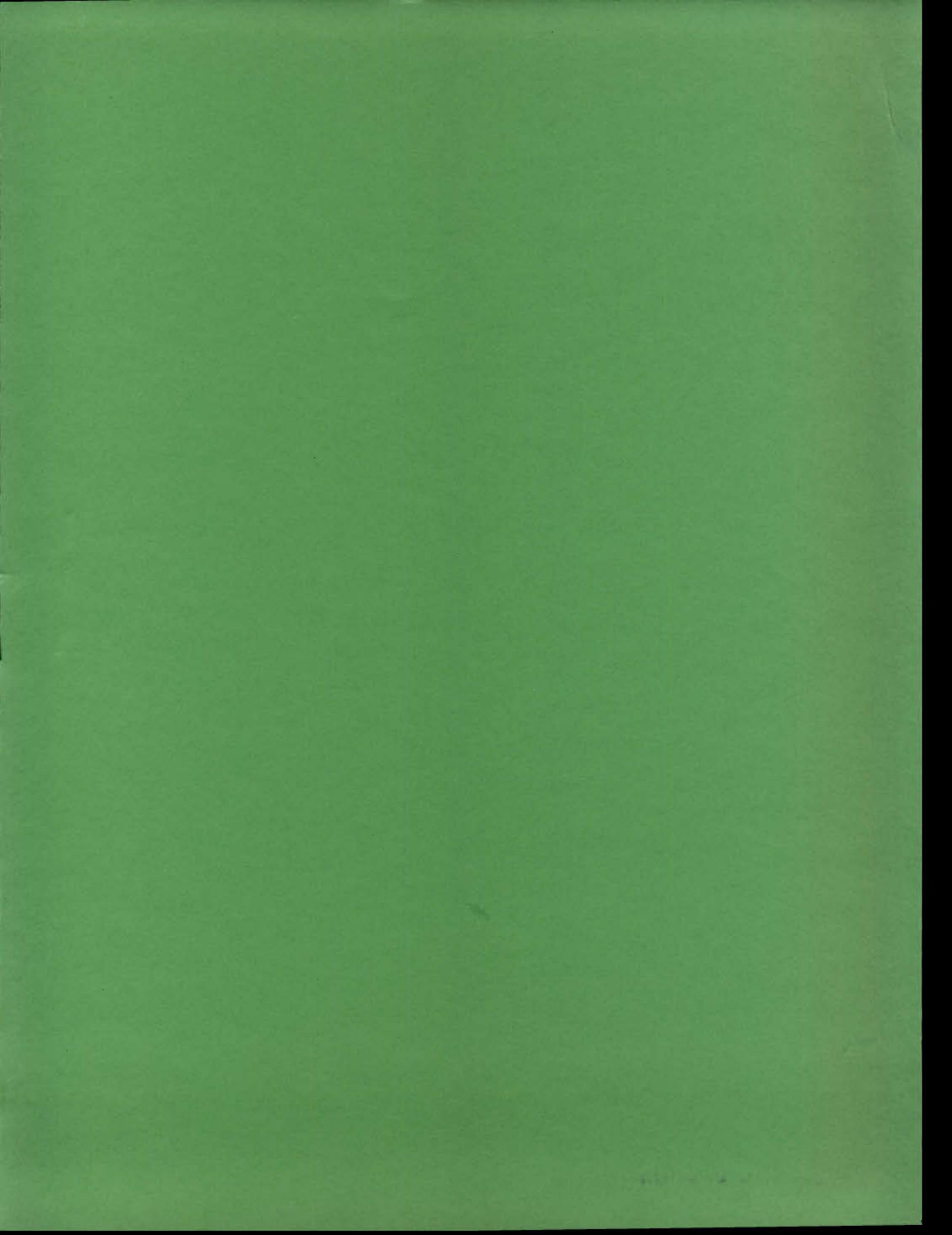


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PREAMBLE

This Agreement is entered into this 29th day of August, 1994, between the School District of the City of Holland, Michigan, represented by the Board of Education, hereinafter called the "District," and the Holland Education Association, hereinafter called the "Association."

WITNESSETH

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

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

ARTICLE I
RECOGNITION

- A. The District hereby recognizes the Holland Education Association as the exclusive bargaining representative as defined by applicable provisions of Act 336, Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965 and subsequent amendments, for all professional, certified personnel employed by the District, as well as school psychologists, JTPA coordinators, and school nurses, but excluding the following: substitutes not under contract, District-designated administrative personnel, and all other personnel. A list of the District-designated administrative personnel will be submitted to the Association President by September 1.

The term "teacher," when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit.

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

ARTICLE II
DISTRICT RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer and determine the size of the work force.

4. Determine the services, supplies, and equipment necessary to continue its operation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health qualifications.
7. Determine overall goals and objectives as well as the policies affecting the educational programs.
8. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE III

TEACHER AND ASSOCIATION RIGHTS

- A. The District agrees to observe all the rights given to the Association pursuant to Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965. This shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws or any other laws and regulations.
- B. The District agrees to provide the Association with any information required by law concerning the District. The District further agrees to provide the HEA President with such reports as are available to the Board at the same time they become public information.
- C. Teachers shall have access to their own personnel files in the presence of the Assistant Superintendent for Personnel or his/her designee. Teachers shall have access to their own personnel files during normal business hours, provided that examination of the files shall not interfere with normal teaching duties. A teacher may give written authorization to a representative to examine the file. A copy of such authorization shall be given to the Administrator and shall become part of the personnel file.

- D. Any teacher shall have the right to accept or reject the assignment of a student teacher.
- E. The District shall provide a copy of the District Policy Manual to the Association President and shall provide the President with any and all updates to the manual as they are made. In addition, there shall be a District Policy Manual for staff use in each staff lounge/workroom, however, the Association shall assume the responsibility for updating said policy manuals as changes are made. A copy of the Master Agreement will be made available to each teacher by the District.
- F. Upon request of the Association President, fifteen (15) leave days for Association purposes shall be granted at District expense. Up to twenty-five (25) additional days shall be granted with the Association paying for the substitutes involved. All requests shall be made in writing. The Association shall attempt to limit the number of Association leave days taken by any one (1) teacher to ten (10) per year.
- G. An intra-school delivery service shall be provided for teacher use. The Association shall indemnify and save the Board harmless against and from any and all liability that may arise out of or by reason of actions taken by the Board to comply with this paragraph, provided that the District does not initiate any such legal action. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the MEA and NEA. The Association shall have the right to negotiate a settlement to any such action.
- H. A telephone in the assigned building shall be available for teacher use provided such use does not interfere with use of telephones for District purposes.
- I. Adequate teaching supplies and materials will be provided within the limitations of school district resources. Teachers will make requisitions for supplies and materials at least sixty (60) days in advance. Requisitions are subject to administrative approval.
- J. Teachers shall be allowed reasonable access outside of regular school hours to their respective buildings for purposes connected with performance of their professional duties. Specific procedures for access shall be issued by the building administrator.
- K. Teachers shall report any allegedly unclean or unsafe building conditions to the building administrator. The administrator shall investigate the situation and report to the teacher within three (3) school days.
- L. Teachers' lounges shall be available in all buildings in 1994-97 as in the past.
- M. The parties shall not discriminate on the basis of race, creed, religion, color, national origin, age, sex, marital status, and/or handicap.
- N. The Association and its representatives shall have the right to use school facilities and

equipment for meetings at reasonable times when such facilities are not otherwise in use. Requests for use shall be made to the building administrator. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.

- O. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which bargaining unit members may be assigned. All Association materials so posted will be identified as Association material.

ARTICLE IV

PROFESSIONAL NEGOTIATIONS

- A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually agree that their representatives will be clothed with all necessary powers and authority to make proposals, and arrive at tentative agreements in the course of negotiations.
- B. It is recognized that no final agreement between the parties may be executed without ratification by the District and the Association membership.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures.

ARTICLE V

COMMUNICATIONS

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

shall alternate between a Board appointee and the Association appointee at respective meetings.

- C. The building principal and the Association's building representative(s) shall meet monthly, September through May, for the purpose of reviewing the administration of the existing contract and other matters of concern.

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a written claim by a teacher, a group of teachers, or the Association of an alleged violation, misinterpretation, or misapplication of a specific identified provision of this contract.
2. The grievant is the person, persons, or Association making the claim.
3. The term "days" shall mean teaching attendance days.

B. PURPOSE

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

C. STRUCTURE

1. A grievance shall be filed on a form which is acceptable to the Association and the District.
2. Grievances will normally be filed at Level One, except grievances involving more than one (1) person or building may be filed at Level Two by mutual agreement between the Superintendent and the Association President.
3. Grievances formally filed at the first level shall contain a designation of the remedy sought in connection with the grievance. Any amendments to proposed relief shall be made no later than Level Three.

D. TIME LIMITS

1. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be compressed or extended, in writing, by mutual consent.

2. If a teacher does not file a written grievance within thirty (30) days after the act or conditions on which the grievance is based occurred, then the grievance shall be considered waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be the same as declining the right to appeal through this grievance procedure.
4. Failure by the administration to respond within the time limits shall cause the grievance to be advanced to the next level at the option of the grievant.

E. PROCEDURES

If a teacher or the Association feels that there is a grievance, the teacher or Association Representative shall first discuss the matter with the principal or other appropriate administrator. The teacher shall have the right to have his/her Association Representative assist him/her in efforts to resolve the problem informally.

1. **Level One - School Principal**
 - a. If the grievant is not satisfied with the outcome of the informal procedure, he/she may, within thirty (30) days following the act or conditions on which the grievance is based, present his/her claim as a formal grievance to his/her principal or supervisor.
 - b. The principal or supervisor shall, within ten (10) days, render his/her decision in writing to the grievant.
2. **Level Two - Superintendent of Schools**
 - a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file his/her written grievance with the superintendent within ten (10) days following receipt of the decision at Level One.
 - b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the grievant and with a representative of the Association's Grievance Committee for the purpose of resolving the grievance.
 - c. The Superintendent shall, within ten (10) days after the hearing, render his/her decision in writing to the grievant with a copy to the Association's Grievance Committee Chairperson.

3. Level Three - Board of Education

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance with the Board of Education within ten (10) days following receipt of the Level Two decision.
- b. The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the grievant and with the representatives of the Association for the purpose of reviewing the grievance. The meeting shall be public or private, at the option of the grievant, to the extent permitted by law.
- c. The Board shall, within ten (10) days after such meeting, render its decision in writing to the grievant with a copy to the Association's Grievance Chairperson.

4. Level Four - Arbitration

Individual teachers shall not have the right to process grievances at Level Four. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Level Three above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within twenty (20) days from the date of receipt of the decision following the meeting provided for in Level Three above.

Upon filing with the American Arbitration Association, the HEA and the Board may agree to process the case under the Expedited Labor Arbitration Rules.

5. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary scales or change any salary.
- c. The arbitrator shall have no power to rule on any of the following:

1. The termination of services of or failure to re-employ any probationary teacher.
 2. The placing of a non-tenure teacher on a third year of probation.
 3. The failure to reemploy any teacher to a position on the extra-curricular schedule.
 4. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act IV of Public Acts, extra session, of 1937 of Michigan, as amended).
 5. Any matter involving the teacher evaluation, unless it is a claim of failure to follow contract procedures.
- d. He/she shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her power shall be limited to deciding whether the District has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
- e. He/she shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability of said dispute, except that either party reserves the right to seek resolution of any dispute of arbitrability in a court of competent jurisdiction before or after arbitration.
- g. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the District.
- h. The fees and expenses of the arbitrator shall be shared equally by the Association and the District.

F. CLAIM FOR BACK PAY

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

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE VII

TEACHING HOURS

A. TEACHING DAY

1. All elementary (DK-5) teachers shall arrive for duty at their respective schools not later than 8:10 a.m. They shall remain until 3:20 p.m. A duty-free lunch period of forty-five (45) minutes shall be provided. The elementary student day shall begin at 9:00 a.m. and end at 3:10 p.m., for a total of six hours and ten minutes inclusive of the student lunch period.
2. All middle school (6th-8th grade) teachers shall be on duty at their teaching stations not later than 7:20 a.m. They shall remain until 2:40 p.m. A duty-free lunch period of forty-five (45) minutes shall be provided.
3. All senior high (9-12) teachers shall arrive for duty at their teaching stations not later than 7:40 a.m. They shall remain until 3:00 p.m. A duty-free lunch period of the same duration as the student lunch period shall be provided. If the student lunch period is decreased from the present fifty-five (55) minute period, a minimum of a thirty (30) minute lunch period will be provided and compensatory time will be removed from the end of the working day. Lunch periods shall occur during the hours from 11:00 a.m. to 2:00 p.m.
4. If modifications of the teaching day outlined above become desirable, the District shall negotiate such modifications with the Association. If there is a change in the transportation policy of the District or a restructuring of schools, the District shall have the authority without negotiations to alter the beginning time and ending time of the school day accordingly up to thirty (30) minutes provided that the in-school time shall not be increased and further provided that the starting and ending

times at the middle school shall not be any earlier than found in paragraph A-2 above.

5. Teachers (such as Headstart and pre-school special education teachers) whose assigned duties vary from the normal school working hours as outlined above shall have compensatory adjustments made in their working schedule by the appropriate administrators. Counselors may be scheduled to cover the twenty (20) minute period immediately preceding the regular teacher arrival time, the lunch period, or the twenty (20) minute period immediately following the regular teacher dismissal time. Such counselors shall have compensatory adjustments made in their work schedule.
6. Teachers shall not be required to supervise food service programs.
7. The work day for JTPA Coordinators shall be as set forth in Section A(4) of this article.
8. The work day for the School Nurse shall be as set forth in Section A(1) of this Article.
9. The work day for School Psychologists and Co-op Coordinators shall not exceed seven (7) hours and twenty (20) minutes, including a fifty-five (55) minute duty-free lunch period. The specific starting and ending times shall be set in accordance with program needs and flexible scheduling.
10. All other bargaining unit members not otherwise covered under paragraph A of this Article, including itinerant, elementary specialists, and special services teachers, shall be given an uninterrupted duty-free lunch period of at least forty-five (45) minutes per day. These teachers shall not be required to travel during this lunch period.

B. ELEMENTARY PREPARATION TIME

1. Elementary teachers may use for preparation and planning the time their classes are receiving instruction from Art, Music, and Physical Education specialists. For 1994-97, these programs will continue as during 1993-94. When a specialist is absent and a substitute cannot be obtained, classroom teachers will continue their regular class responsibilities. In such event, the classroom teacher will be compensated according to Appendix E, paragraph F(1), prorated for the amount of time worked.
2. Elementary specialists, excluding art specialists, shall be provided one (1) hour of office time per week. Art specialists shall be provided two and one-half (2-1/2) hours of office time per week, such preparation time will be prorated for part-time teachers.

3. All itinerant teachers shall honor the hours of the teaching day in the buildings to which they are assigned unless such times are specifically waived by the building administrator or immediate supervisor. However, in no event shall the teachers' work day be longer than seven (7) hours.
4. Definitions:
 - a. Elementary Specialists: teachers of art, vocal music, physical education, media (librarians), band, and orchestra.
 - b. Special Service Teachers: teachers assigned to buildings to deal with special needs that supplement the work of the classroom teacher such as social workers, support teachers (reading consultants, learning disability consultants), speech pathologists, English as a second language teachers, gifted and talented and resource room teachers.
5. The period from 8:10 to 9:00 a.m. shall be teacher preparation time to be used for activities related to the teacher's professional responsibilities. This time may also be used for faculty meetings, team meetings, and grade level meetings, provided that no more than two (2) required faculty meetings may be scheduled in any one (1) month.
6. Preparation periods during the student day are to be used for activities related to the teacher's professional responsibilities.

C. MIDDLE SCHOOL TEACHER ASSIGNMENTS

1. The standard teaching load for middle school teachers (including specialists) shall be five (5) classes per day, each forty-five (45) minutes exclusive of passing time; a thirty (30) minute home base assignment that may include "Getting Along" and other programs as determined by each team; an individual preparation or conference period of forty-five (45) minutes; a "team" preparation or conference period of forty-five (45) minutes; and a duty-free lunch period of forty-five (45) minutes.
2. Teachers shall not be assigned to subjects and/or grades outside the scope of their teaching certificate or qualifications.
3. Preparation periods during the student day are to be used for activities related to the teacher's professional responsibilities.
4. Middle school teachers within one team shall be scheduled for a common preparation time. It is recognized that middle school specialists may not be scheduled for a common preparation time with their team. In that event, they shall

still be entitled to the aggregate amounts of preparation time set forth in C(1) above.

5. It is understood that middle school specialists in the areas of instrumental music and physical education may be assigned to combined sections. When sections are combined in this fashion, each instructor shall be both certified and qualified for the assignment in question.

D. SENIOR HIGH TEACHER ASSIGNMENTS

1. The standard teaching load for senior high (9-12) teachers shall be five (5) classes, a homeroom or guidance assignment, and a preparation or conference period.
2. Teachers shall not be assigned to subjects and/or grades outside the scope of their teaching certificate or qualifications.
3. Preparation periods during the student day are to be used for activities related to the teacher's professional responsibilities.
4. No senior high (9-12) teacher shall be assigned more than three (3) preparations in any semester without his/her consent.

E. PUPIL/TEACHER RATIO

1. Desirable Class Size

The following class sizes are recognized by the parties as being desirable:

- a. Pre-school, K, 1, and 2 20 to 25 students
- b. Grades 3 and 4 22 to 26 students
- c. Special Education As per State Guidelines
- d. High School English classes 22 to 26 students
(except humanities and forensics)
- e. Other classes (excluding 28 or less students
elective music courses
and physical education)
- f. The Board of Education will endeavor in requesting millage, bond issues, hiring staff, and planning further building programs to make a reasonable effort to contain class sizes within the desirable ratios.
- g. Further, the District agrees that the average class size in the District, within each group (i.e., a, b, in the elementary, and each subject area in the M.S. and H.S. levels) will not exceed the above limits.
- h. When any class exceeds the desirable range above, an instructional assistant will be provided to the teacher during all times that the desirable range is exceeded. Prior to the assignment of an instructional assistant,

the teacher shall be consulted about the proposed assignment.
If a new hire is being considered for the position, the teacher shall be involved in the interview process.

2. Maximum Class Size

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

- a. Pre-school, K, 1, and 2 30
- b. Special Education As per State Guidelines
- c. Other classes (excluding 32
elective music courses
and physical education)
- d. Further, under no event will the number of students assigned exceed the work stations available nor the safe limits of the facility.
- e. When any class exceeds the maximum listed above, the District shall, within ten (10) school days, reduce the number of students below the maximum or split the class.

3. In those classes which involve the integration of Special Education, E.S.L., and/or Special Needs students into the regular program, an effort will be made to provide a favorable pupil-teacher ratio. Modification in class size, scheduling and curriculum design will be made to accommodate the shifting demands that mainstreaming creates. The School District will provide materials, pupil personnel and supportive services for the teacher and handicapped students.

To promote the equitable distribution of responsibility for mainstreamed pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been certified through IEP (or current term) as EI, EMI, LD, HI, or POHI will be placed in the classroom which is least impacted by the pupil, considering the severity of the individual handicap and the overall size of the classes available.

4. Notwithstanding the provisions contained in paragraphs 1-3 above, there may be optional building agreements with respect to class size requirements and obligations proposed by the administration and/or teachers in the building which may deviate from the terms of these provisions during the term of this Agreement. Any such building agreements shall be made in writing and must be approved by the building administrator, teachers in the building and the executive board of the Association before it shall become effective. If the building agreement is approved, it shall be effective for the specified duration not to exceed one year. A building agreement may be renewed by approval of the building staff and the executive board of the Association not to exceed one year at a time. A building

agreement shall not establish or constitute a past practice or precedent of any kind and shall automatically terminate upon the specified expiration date not to exceed one year from its effective date.

ARTICLE VIII

VACANCIES AND TRANSFERS

Personnel considering a transfer or change of assignment are encouraged to consult with the Assistant Superintendent for Personnel to discuss any concerns related to a contemplated change.

- A. Teachers who desire a transfer or change of assignment shall make their desires known on the annual questionnaire or by letter to the Assistant Superintendent for Personnel, including any restrictions on the type of assignment. The notification provided by the teacher requesting reassignment or transfer shall not obligate the teacher to accept any particular voluntary transfer. During the summer months, teachers who have expressed an interest in changing position will be mailed a copy of any related posting if requested by the teacher.
- B. A "vacancy" is defined as a bargaining unit position to which no person is assigned and includes positions open due to:
1. Retirement
 2. Resignation
 3. Death
 4. Transfer
 5. Discharge
 6. Layoff (where a position remains in existence)
 7. Leave of absence of a known duration of one (1) semester or more (temporary vacancy, as noted below)
 8. Leave of absence of an unknown duration which extends for ninety (90) days or more (temporary vacancy, as noted below)
 9. Newly created position
- C. A "temporary vacancy" is an opening where a teacher is on a leave of absence of a known duration of one (1) semester or more, and an opening where a teacher is on a leave of absence of unknown duration which extends for ninety (90) days or more. A temporary vacancy is further defined as a position to which the teacher taking the leave has a right to return.
1. Teachers on leave of absence for less than one (1) school year have a right to return to their former position, notwithstanding any contrary provisions of Article IX of this Agreement. Where the leave is for one (1) year or more, the position shall be regarded as a permanent vacancy.

2. Teachers on illness/disability leave for up to and including one (1) year shall have a right to return to their former position. If this leave exceeds one (1) year, the position shall be regarded as a permanent vacancy.

3. A permanent vacancy is any vacancy which is not a temporary vacancy.

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

E. In any building, before a position is deemed vacant the principal shall advise all teachers in that building of the pending opening. In the event one (1) or more teachers in that building express an interest in the job, the principal may transfer one of the persons having interest to that position. The position(s) remaining after this process has been completed shall be posted as a vacancy(ies). This paragraph would not be implemented in the event that it would conflict with the provisions of Article XVI.

F. FILLING OF TEMPORARY VACANCIES

1. A temporary vacancy need not be posted unless the position is for a full school year (exception for illness/ disability leaves).

2. A temporary vacancy shall first be offered to a person on layoff under the terms set forth in Article XVI.

3. If the temporary vacancy is not filled according to paragraph 2 above, the District shall promptly fill the position by a transfer or with a contracted substitute.

G. CONTRACTED SUBSTITUTES

A contracted substitute is a member of the bargaining unit with all of the rights, duties, and privileges of bargaining unit members during the term of his/her assignment, except as set forth herein:

1. Contracted substitutes do not earn nor accumulate seniority.

2. Contracted substitutes will be separated when the teacher he/she is replacing returns, or when the temporary vacancy becomes a permanent vacancy, whichever first occurs. Said contracts may be limited to ninety (90) day periods, subject to extension at the option of the District.

3. In the event a contracted substitute is hired for a permanent vacancy within twelve (12) months of the time he/she served as a contracted substitute, he/she shall be given seniority and salary schedule credit for the time served as a contracted substitute.

4. Nothing in this contract shall require the District to select any contracted substitute for vacancies under this Agreement or in preference to any other contracted substitute.

H. FILLING OF PERMANENT VACANCIES

1. Whenever any permanent vacancy in the unit occurs, the District shall publicize the same by posting a written notice of such vacancy for at least five (5) days before filling such vacancy. Copies of such notice shall be sent to the HEA President and Association Representatives during the school year. When school is not in session, a copy will be sent to the HEA President and to all bargaining unit members who have made a written request for said vacancy notices by June 1.

All written notices of the posting shall contain the procedures for application and the qualifications required for the position.

2. The District shall provide an interview for all bargaining unit members who have applied for a posted permanent vacancy.
3. Permanent vacancies shall be filled with certified and qualified personnel. The District declares its intention to give full consideration to present staff members who have indicated a desire for change of assignment according to Paragraph A of this section. In filling such vacancies, the District shall first consider the professional background and attainments of presently employed staff members, including the staff member's length of continuous service in the bargaining unit. All internal applicants will be promptly notified in writing as soon as the position is filled.
4. The parties recognize that persons on layoff with recall rights under Article XVI of this contract, have priority ahead of all other applicants, and that the terms of Article XVI must be satisfied before a position is otherwise filled.
5. When a permanent vacancy occurs during the school year, the administration shall have the option to temporarily fill the position with a contracted substitute until the conclusion of the school year at which time it will be posted and filled as a permanent vacancy.

I. DAILY RATE SUBSTITUTES

During the period of time a teacher is on a leave of absence granted under this contract and the leave is of an unknown duration, the position may be filled for up to ninety (90) school days by a daily rate substitute. Daily rate substitutes will also be utilized during the time a vacant position is posted and a suitable applicant is sought, but in no event shall this period exceed thirty (30) school days.

J. INVOLUNTARY TRANSFERS

When a teacher is to be involuntarily transferred, the Assistant Superintendent for Personnel shall give the teacher advanced written notice of the contemplated transfer, including written reasons for said change. The teacher may request a conference with the Assistant Superintendent to discuss the issue.

ARTICLE IX

LEAVES OF ABSENCE

A. SICK LEAVE

1. Every full time teacher shall be granted, for the first full fiscal year of employment, fifteen (15) days of sick leave with pay and ten (10) days for each succeeding full year subject to the limitations provided hereinafter.
2. Sick leave is earned and credited at the rate of ten (10) days per year accumulative to one hundred (100) days. Previously accumulated leave plus ten (10) days shall be credited at the beginning of each school year for all full time teaching personnel. Equitable adjustments will be made for part time personnel.
3. Sick leave may be used for absence from duty because of personal illness, injury, or disability. Up to ten (10) days per year may be used for illness or injury in the immediate family. Additional days may be granted by the Superintendent in extreme situations. Immediate family is defined as spouse, children, parents, and members of the immediate household with whom one has an association equivalent to family ties.
4. If it is believed by the District, or its agents, that any teacher has abused any portion of the leave policy, the District may require a teacher to submit to a physical or mental examination by a physician mutually acceptable to the District and the teacher to determine whether sick leave is warranted. Such requested examination will be at the District's expense. If the belief is well-founded, the District will charge the teacher one day's salary for each day absent. Abuse of leaves will be grounds for disciplinary action including loss of pay, suspension and/or dismissal.
5. Sick Leave shall not be used for routine doctor and dental appointments unless they cannot be scheduled after normal work hours/days.
6. Worker's Compensation. When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Worker's Compensation Act, the

teacher shall receive the difference between his/her salary and that amount received through Worker's Compensation until the teacher's accumulated sick leave is exhausted. Such difference in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation. (For example: If Worker's Compensation pays 60% of the full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day used.)

7. When an employee suffers an injury at work that requires medical treatment, the Employer may require the employee to seek treatment from the physician(s) or facility(ies) designated by the District, except in those emergency situations where the nature of the injury warrants treatment at a regional trauma or burn center or an emergency room. Beginning ten (10) days after the onset of medical treatment, the employee shall have the right to choose his/her own physician, provided, however, that this shall not limit the District's right under law to require the employee to be examined by the District's physician(s).

B. EMERGENCY LEAVE

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

C. BEREAVEMENT LEAVE

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

D. EXTENDED LEAVE

A leave of absence of up to two (2) school years, as defined by a particular school calendar, shall be granted to tenure teachers upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; and peace corps or other teaching corps as a full-time participant in such programs related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Leaves shall also be granted to any teacher upon application for the purpose of engaging in study at an accredited college or university, or for military leave. The Board may grant a leave of absence for purposes of career exploration.

These leaves are granted subject to the following:

1. Upon return from such leave, a teacher may be assigned to his/her former position only if that position is vacant; otherwise, the teacher will be assigned to a position consistent with his/her certification and qualification.
2. A teacher on leave who teaches full-time during his/her absence shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during that period. A teacher who does not teach full time during this leave will be placed on the salary schedule one (1) step higher than when the leave was granted.
3. The request for such leave must be made in writing to the Superintendent at least ninety (90) days prior to the beginning of the school year.
4. Any teacher on leave of absence shall neither accumulate nor draw sick leave nor participate in District-granted fringe benefits until again reemployed by the District.
5. Extended leaves shall be granted at the discretion of the Superintendent when the number of leaves granted for a given school reaches four (4).
6. When one extended leave has been granted within a department for a given school year, additional extended leaves within the department may be granted only at the discretion of the Superintendent.
7. A teacher returning from an extended leave will be ineligible for another extended leave during the next five (5) years.
8. A teacher on extended leave must reaffirm his/her intention to return by writing the Assistant Superintendent for Personnel prior to April 1, preceding the year of his/her return. Failure to do so will sever any employment responsibilities the District may have with that person.

9. An additional year of extended leave time may be granted to an individual at the discretion of the Board.
10. A teacher on educational leave shall carry an academic load of seven (7) or more semester hours (or term equivalent) for enrollment in a graduate program or twelve (12) or more semester hours (or term equivalent) for enrollment in an undergraduate program of study.

E. DISABILITY

A person who is disabled and unable to work who has exhausted his/her sick leave will be placed on an unpaid disability leave upon application. The teacher will return to work when his/her doctor determines he/she is able to return. If absent on a disability leave for more than one (1) school year, the teacher must give sixty (60) days notice of return and will return at the beginning of a semester. A teacher who is disabled for more than one (1) year shall annually provide evidence that he/she remains currently disabled but that there is a reasonable likelihood that the teacher will be able to return to work in the future. The District reserves the right to have the teacher examined by a physician of its choice and at the District's expense. The District also reserves the right to discontinue the employment of any teacher where there is not a reasonable likelihood that the teacher will return to work in the future.

F. CHILD CARE LEAVE

Child care leaves will be granted for a period up to one (1) school year subject to the following conditions:

1. Requests for such leave must be made in writing to the Superintendent at least forty-five (45) days prior to the beginning of such leave.
2. Any teacher on such leave shall neither accumulate nor draw sick leave nor participate in District paid fringe benefits until again employed by the District.
3. Upon returning from such leave, the teacher may be assigned to the former position only if that position is vacant; otherwise, the teacher will be assigned to a position consistent with his/her certification and qualification. The teacher will be placed on the salary schedule one (1) step higher than when the leave was granted if the leave commences on or after the beginning of the second semester and includes the summer.
4. The termination of child care leave shall coincide with the beginning of a semester.
5. Where a child care leave is taken for an adopted child, it is recognized that the starting date of the leave may be dependent on the availability of the child. In such

cases, the leave request shall include the anticipated date and the teacher shall keep the administration apprised of any changes and the actual date when known.

G. FAMILY AND MEDICAL LEAVE ACT LEAVE

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

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

2. To be eligible for a FMLA Leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave.
3. A FMLA Leave may be taken on an intermittent or reduced schedule when medically necessary, according to the provisions of Section 102 (b) of the FMLA.
4. Paid sick leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA Leave.
5. During the period of FMLA Leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA.
6. Limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply.

7. All FMLA Leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.

H. ACCUMULATED LEAVE

All accumulated leave time shall terminate upon severance of employment. However, if alleged contract or discipline violations which prompted severance prove to be unwarranted, all accumulated leave due said teacher shall be reinstated.

I. PERSONAL LEAVE DAYS

Each teacher shall have the right to two (2) leave days with pay per year. No leave days shall be granted for school days immediately before and after holidays and vacations. Requests for personal leave days must be made at least forty-eight (48) hours prior to the leave day, except in case of emergency. A maximum of twenty (20) personal leaves may be granted on any given day. Unused leave days will be credited to a teacher's sick leave accumulation. Requests for leave days under this Article shall be made to the teacher's Building Administrator.

J. JURY DUTY

A teacher who serves on a jury will be released from teaching duties for the time served. Teachers who serve on juries shall be paid at the per diem rate minus jury duty pay.

K. SICK LEAVE BANK

The Board shall establish a sick leave bank.

1. The bank shall consist of voluntary teacher contributions.
2. Teacher contributions are to be made in September of each year during the life of this contract.
3. The total bank shall be capped at 250 days annually.
4. Applying teachers must:
 - a. Exhaust their sick leave.
 - b. Have been absent for five (5) days without pay.
 - c. Submit a written application to the Sick Leave Bank Committee of two (2) representatives appointed by the Board and two (2) teachers appointed by the HEA.
 - d. Obtain written approval from the Sick Leave Bank Committee.
5. The Board reserves the right to request the applying teacher to submit to a medical examination.

ARTICLE X

QUALIFICATIONS AND ASSIGNMENTS

- A. The District and all bargaining unit members shall comply with state certification laws.
- B. **CREDIT FOR TEACHING AND RELATED EXPERIENCE**
1. A teacher, upon being employed by the District, shall be placed on the salary schedule on the basis of one (1) year of credit for each year of teaching experience in a public school, a state-approved private school, institutions of higher education, or a governmentally-sponsored teaching program such as Peace Corps, U.S. Overseas Schools, or Indian Affairs. This shall be subject to a maximum of ten (10) years of credit. It is understood that the experience credit limitations in this section shall only apply to those bargaining unit members hired after June 1, 1989.
 2. The teacher who has related work experience may be given up to five (5) years of credit for said work experience.
- C. **ASSIGNMENTS**
1. The inclusion of any extra duty assignment on the pay scale of this contract merely enumerates the compensation for the assignment if it is made by the District. Specifically, this contract does not include any obligation on the part of the District to make such assignments. Acceptance of such assignments is voluntary. However, it shall be the Association's responsibility to assist the District when no applications for extra duty assignments are received.
 2. Department chairpersons and elementary representatives to Instructional Council shall be elected by the constituents they serve and approved by the Assistant Superintendent.
 3. Notification of tentative assignments for teachers shall be made by July 1 of the preceding school year. Teachers will be notified of changes in their tentative assignments at the earliest possible time. Teachers are to leave their summer address with the personnel office.
- D. When there is a reason to question the physical and/or mental health of a teacher, the District may require the teacher to submit to a physical and/or mental examination by a physician mutually acceptable to the District and the teacher. Such requested examination will be at the District's expense. Examination results may be used to determine grounds for suspension or termination of employment.

- E. Teachers may be assigned to teach outside of their majors or minors for up to two (2) sections per semester, provided that any such assignment is voluntary on the part of the teacher and authorized by the building principal, is within the parameters required in order to maintain building accreditation, and shall not cause the layoff, or prevent the recall of any bargaining unit member.

ARTICLE XI

PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL IMPROVEMENT

1. The Professional Staff Development (PSD) Policy Board, in accordance with its operating procedures, will set a district focus for staff development in keeping with district planning. Activities that meet this focus may be given priority consideration for the use of PSD resources.
2. The Professional Staff Development Policy Board will establish operating procedures to govern conferences, in-service activities, and district-wide PSD planning activities.
3. The District wishes to encourage improvement of professional knowledge and competence for staff members. To that end, the District will commit the following amounts to the PSD Board Fund:

1994-95	\$150 per teacher
1995-96	\$160 per teacher
1996-97	\$175 per teacher
4. Any request for taking leave to attend conferences and other professional days shall be made through the principal and department chairperson using the conference application form. Forms shall be sent to the Assistant Superintendent. Consideration and action shall be taken by the Professional Development Policy Board.
5. A report on conference expenditures from the PSD Board Fund shall be made available to the Superintendent and the HEA President upon request.
6. Money for conferences or conventions that are reimbursable through other funding sources shall not be drawn from the PSD Board Fund. However, the same form for application to attend conferences shall be used.
7. PSD Funds for probationary teachers may be limited to PSD activities which meet the requirements of their Individual Development Plans.

B. DEPARTMENT AND GRADE LEVEL MEETINGS

1. All chairpersons and vice-chairpersons shall meet monthly (September - May) with their appropriate staff members to discuss matters of mutual concern. Concerns and recommendations of these sub-groups may be placed on the Departmental or Council agenda.
2. Department and grade level meetings shall be held four (4) times during the academic year on days designated by the Assistant Superintendent. These meetings may be conducted during times scheduled for Professional Staff Development activities.
3. Building level meetings may be concurrent with departmental meetings.

C. INSTRUCTIONAL COUNCIL

Teachers, administrators, and the District recognize that all school instructional programs need continued study and evaluation. The District shall, therefore, form an Instructional Council. The following define the composition, duties, and authority of this council:

1. The Council shall be composed of teachers, administrators, and up to three (3) adult community members. The Assistant Superintendent and the Council co-chairperson shall jointly select the community representatives.
2. Department chairpersons and grade level representatives shall be members of the Council.
3. The Assistant Superintendent and a teacher shall be co-chairpersons of the Council. The teacher co-chairperson shall be selected by the teacher members of the Council.
4. The Council shall serve in an advisory or consultant capacity to the administration and the Board.
5. The Council shall formulate and establish rules for conducting the meetings subject to the approval of the administration.
6. Minutes of each Council meeting shall be recorded.
7. All Council recommendations shall be presented to the administration and the Board.

8. The Instructional Council shall meet regularly during the academic year on days designated by the Assistant Superintendent. Up to four (4) such meetings may be conducted during after-school hours. Additional meetings shall be held during the school day, with released time provided.
9. The Assistant Superintendent and the Instructional Council co-chairperson shall have the right to jointly nominate at-large representatives from the teaching faculty for appointment to the Instructional Council. These appointments shall be subject to confirmation by the Instructional Council.

D. COUNCIL REPRESENTATIVES

1. Department chairpersons and/or vice-chairpersons shall be elected annually by the constituents they serve and approved by the Assistant Superintendent. Each department chairperson will serve on the Instructional Council. The responsibility for conducting elections rests with the Holland Education Association.
2. Department chairpersons, vice-chairpersons, and elementary grade level representatives shall be elected as follows:
 - a. The English, mathematics, social studies, foreign language, science, and business departments will have chairpersons and vice-chairpersons who will function at the middle and high school level.
 - b. The art, music, technology, life skills, counseling and vocational coordinator and instructional media departments will have chairpersons who serve on a kindergarten through 12th grade basis.
 - c. The English, foreign language, mathematics, music, social studies, and science departments will each have a chairperson and vice-chairpersons, two (2) serving at the middle grade levels and the other at the senior high school level. The physical education and special education departments shall have three (3) representatives, one at the elementary, one representing the middle schools and one representing the high school.
 - d. Each grade level - pre-school, kindergarten, first, second, third, fourth, fifth, and sixth - will have one (1) representative.
 - e. Specific responsibilities of chairpersons, vice- chairpersons, and grade level representatives shall be determined by the Assistant Superintendent and/or his/her designee(s) before elections for a given year are held.
 - f. The responsibility for conducting elections rests with the Holland Education Association. Elections are to be held by May 15 of the preceding year and the results forwarded to the Assistant Superintendent

for approval, in those years where a master contract is in place for the following school year. In other years, election results will be transmitted to the Assistant Superintendent for approval.

E. COMPENSATION

1. The District recognizes the need for reimbursed:

- a. Department chairpersons
- b. Vice-chairpersons
- c. Grade level representatives

The District reserves the right to leave these positions vacant when it believes conditions warrant this decision.

2. Compensation for chairpersons and vice-chairpersons shall be paid on a 40/30/30 basis when three (3) teachers are being compensated. Compensation shall be paid on a 60/40 basis when two (2) teachers are being compensated. Grade level representatives shall be paid on the extra pay/duty schedule as found in Appendix D.

3. Payment for compensated positions shall only be made upon fulfillment of the following conditions (where applicable):

- a. Attendance at Instructional Council meetings.
- b. Monthly meetings of departmental staff within each high school and middle school building.
- c. Four (4) grade level meetings per year (elementary, middle school, departmental meetings--6-12 or K-12).
- d. Submission of minutes to Assistant Superintendent.
- e. Departmental and grade level annual reports submitted to Assistant Superintendent .

ARTICLE XII

PROFESSIONAL DUES/FEES/PAYROLL DEDUCTIONS

A. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of that teacher and make appropriate remittance for any tax-sheltered annuity program that has a minimum of five (5) participants [ten (10) participants for new plans after September 1, 1988], Ottawa County Employees Credit Union, Holland United Way, and other fringe benefits as negotiated. There shall be no minimum number of participants required for an annuity program carried by a newly hired teacher at the time of hire.

- B. The annual contractual salary shall be paid in twenty-six (26) equal payments, payable bi-weekly. Written application for the entire accumulated summer pay must be submitted to the Assistant Superintendent for Personnel by May 1. Payment will be made on the pay date following the last work day of the year as defined by the school calendar.
- C. Selection of fringe benefit alternatives must be authorized by the teacher, in writing, on forms provided no later than the Friday preceding the second pay.
- D. Deduction authorizations and insurance alternatives shall not be changed during the school year, except (1) where new or additional deduction is requested to meet new loan obligations; or (2) insurance coverage is to be modified as a result of the teacher's changed family status. Changes in annuity programs may be made during the months of September, January and April of each year. However, no such deductions will be made in April for annuity programs not previously in existence in the District during that school year.

E. LONG TERM CARE

The District shall provide the payroll deduction services needed to enable a bargaining unit member to participate at his/her sole expense in the MEA Financial Services Long Term Care program.

F. AGENCY FEE

- 1. Each employee covered by the negotiated Agreement between the District and the Holland Education Association shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties or July 1, 1979, whichever is later, join the HEA or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the HEA/MEA/NEA, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee; and, further, provided that all bargaining unit persons previously not members or paying a fee to the HEA/MEA/NEA as of September 17, 1979, shall be exempt from these provisions. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the District shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit same to the Association under the procedure provided below.
- 2. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.

- b. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
3. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
5. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Association. The Association shall have the right to negotiate a settlement with any teacher whose wages have been subject to involuntary deduction under this Article.

G. GENERAL PROVISIONS

1. Section F of this Article shall be effective for each school year of this Agreement and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of any school year shall have their service fee prorated over the school year.

2. Authorization for dues deductions shall continue in effect unless revoked in writing. Pursuant to such authorization, the District shall deduct one-fifteenth (1/15) of such dues from each regular salary check of the teacher for fifteen (15) consecutive pays, beginning in October. Deductions for teachers employed after the commencement of the school year and/or who begin dues or fee payments after October shall be approximately prorated to complete payments no later than the following June.
3. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.

ARTICLE XIII

PROFESSIONAL CONDUCT AND DISCIPLINARY PROCEDURES

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

No teacher shall be suspended, discharged, demoted, reprimanded, or reduced in rank or compensation without reasonable and just cause. This paragraph shall not apply to non-renewal of probationary teacher contracts or the placing of a probationary teacher on a third (3rd) year of probation.

- B. The District and the Association recognize a mutual responsibility for promoting professional conduct and encouraging quality in the education process that reflects favorably upon the teaching profession and the Holland School District. Breaches of professional conduct are subject to disciplinary procedure. Breaches include, but are not limited to, abuse of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of District rules, regulations, and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement.
- C. Disciplinary action shall be defined as any written warning, written reprimand, suspension, discharge, and/or reduction in compensation. Written warnings or reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter must contain, as appropriate, the clause "You are hereby warned or reprimanded." The letter will be delivered only after a meeting has been held at which the staff member had an opportunity to be heard. The staff member is entitled to have his/her Association Representative present to assist him/her at this meeting.

A reprimand must indicate that a copy has been forwarded to the Superintendent or Assistant Superintendent for Personnel. A copy of written warning or reprimand shall be given to the teacher.

Any complaint not called to the attention of the teacher may not be used in any disciplinary action against the teacher.

- D. It is agreed and understood that, under normal circumstances, the following progressive system of discipline shall be followed in disciplining teachers:
1. Discussion of problem between teacher and appropriate administrator.
 2. Verbal warning by appropriate administrator.
 3. Written warning by appropriate administrator.
 4. Written reprimand by appropriate administrator.
 5. Suspension with pay.
 6. Suspension without pay.
 7. Dismissal.
- E. In the event of serious violations, the District may impose any penalty up to and including discharge as is reasonable under the circumstances without going through the progressive steps set forth above. The Association may grieve the reasonableness of any penalty in any given situation.
- F. Any teacher who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the teacher's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.
- G. **EMPLOYEE ASSISTANCE PLAN**
1. The District and Association recognize that alcohol or drug abuse by employees may create performance problems. The District and the Association are likewise concerned with addressing the employment-related health consequences to employees resulting from alcohol or substance abuse problems.
 2. The parties also recognize that alcohol or drug abuse problems may be treated successfully if there is early identification of the condition and where the employee voluntarily requests appropriate assistance.

3. Rehabilitation is also the primary responsibility of the bargaining unit member. A teacher's involvement in the Plan will be completely voluntary. A teacher seeking medical attention for alcohol or substance abuse problems is entitled to the use of paid and unpaid leave as otherwise described in and as conditioned by this Agreement.
4. Any bargaining unit member with alcohol or drug abuse problems impacting his/her job performance and who seeks help through the Employee Assistance Program shall not jeopardize his/her job security by virtue of such request or participation in rehabilitation. However, a bargaining unit member who fails to successfully complete rehabilitation may be subject to disciplinary and other adverse employment consequences attributable to deficient or improper job performance, in accordance with the provisions of the Master Agreement.
5. Nothing in this section shall be interpreted as constituting any waiver of or limitation on the right of the District to maintain discipline or acceptable levels of employee performance, pursuant to and in accordance with the provisions of the Master Agreement. Bargaining unit members participating in the Employee Assistance program and/or rehabilitation will be expected to maintain satisfactory job performance. It is agreed that disciplinary sanctions imposed due to alleged violations of District policies or regulations pertaining to drug and/or alcohol abuse shall be subject to the disciplinary standards and procedures set forth in this Agreement.
6. The District and Association encourage bargaining unit members to access appropriate professional services for addressing drug and alcohol abuse problems. In connection with the operation of its Employee Assistance Program, the District shall maintain a listing of local counseling and rehabilitation resources. In formulating these materials, the District shall also include similar programs or resources identified by the Association.

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

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

ARTICLE XIV

TEACHER AND ASSOCIATION RESPONSIBILITIES

- A. Teachers shall be at their work station for the days contracted except as otherwise permitted by this Agreement. Any unexcused absence will result in an entry to that effect in the teacher's personnel file, with notice thereof to the teacher, and may be cause for disciplinary action up to and including dismissal.
- B. Teachers shall be expected to attend required faculty meetings, departmental meetings, and conferences as scheduled by the administration. The administration shall not schedule more than two (2) required meetings per month, after the student day, and shall specify that the meeting is required. Any additional meetings shall be considered voluntary.
- C. Because the educational process is not confined to the school day, the District and the Association recognize that teachers should participate in extra-curricular activities and responsibilities. The importance of the area is such that the parties agree that participation shall become a part of the evaluation process as set forth in Appendix D, the Extra Pay for Extra Duties.

Teachers shall be expected to attend P.T.O. meetings, open houses, fun nights and parent-teacher conferences.

- D. All teachers shall have a TB test as may be required by law.
- E. Employees receiving moving violations or parking tickets while using school vehicles shall be responsible for payment of the associated fine and, if not paid, the amount shall be deducted from their paychecks.

ARTICLE XV

TEACHER EVALUATION

- A. The parties recognize that the purpose of teacher evaluation is to maintain a high quality of instruction in the Holland Public Schools and to assist teachers in improving their classroom effectiveness.
- B. The District Evaluation procedures for classroom teachers are found in the booklet entitled Holland Teacher Improvement/ Evaluation Program (revised: April, 1988). The District Evaluation procedures for specialists are found in the booklet entitled Holland Non-Classroom Professionals Improvement/ Evaluation Program (revised: April, 1988). These two evaluations are attached hereto as Appendices G and H, and are incorporated herein and made a part of this Agreement.

- C. Evaluations of classroom teachers (as defined in Appendix G) shall be conducted by building principals, and/or full time administrators. At least one of the evaluations shall be conducted by the teacher's building principal or assistant principal. Written evaluations shall be based on actual work site visitations and on a teacher's professional performance as it relates to the educational program of the school.
- D. Evaluations of non-classroom professionals (as defined in Appendix H) shall be conducted by their immediate supervisor.
- E. Evaluations of elementary specialists (and other classroom teachers with split-building assignments) will be done by an administratively designated principal in whose building the teacher serves. Each principal in whose building the teacher serves will complete one (1) formative cycle and transmit the Post-Observation Conference Form to the designated evaluating administrator.
- F. Administrators who have the responsibility to evaluate shall be trained on the evaluation system identified in the Master Agreement. This shall not require the District to retain training for the administrator at times other than when normal training opportunities are scheduled. Training can be conducted by a Holland Public School employee(s). If a new administrator or administrator who has recently assumed evaluation responsibility has not yet received training, he/she may evaluate under the supervision of a trained administrator for up to but no longer than one (1) school year.
- G. The evaluations of all teachers shall be in writing. Within fourteen (14) days following the last formative conference, a copy of the Summative Evaluation Form shall be submitted to the teacher during a personal interview at which time suggestions for improvement shall be presented to the teacher. One (1) copy of the evaluation shall be returned to the Assistant Superintendent for Personnel for placement in the teacher's personnel file. Another copy is to be retained by the teacher and one copy will be retained by the evaluator.

If a teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

- H. If requested by the teacher, an Association Representative may be present at his/her conference.
- I. Any teacher assigned involuntarily outside of his/her certified or qualified area shall not be formally evaluated on his/her performance in this area.
- J. Each teacher shall sign each evaluation upon the completion of the post-evaluation conference to indicate that the evaluation has been reviewed by the teacher and the evaluator(s).

- K. A teacher shall not be formally observed by more than one (1) administrator on any given day.
- L. Each formal evaluation shall be based on, but not be limited to, at least thirty (30) minutes of observation time.
- M. Probationary teachers shall have a minimum of four (4) formative evaluation cycles during the school year.
- N. Tenure teachers shall have a minimum of two (2) formative evaluation cycles at least every third (3rd) year.

O. **TIMELINES**

	<u>Classroom Teachers</u>	<u>Non-Classroom Professionals</u>
Formal Action Plan	N/A	At least once every three (3) years
Planning Conference	N/A	By October 31
Interim Conference (Formative)		For tenured teachers, at least two (2) -- one each semester. For probationary teachers, at least four (4) -- one prior to November 15, one before Christmas break, and two after.
Summative Conference	By March 1 for probationary teachers and by March 10 for tenured teachers and/or other teachers beyond two (2) years.	
Follow-Up Conference	1st and 2nd year following evaluation--should be completed by June 1.	

ARTICLE XVI

REDUCTION OF PERSONNEL

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

1. Specially-certified teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully-qualified, fully-certified teachers to replace and perform all the duties of the laid off teachers.
2. Teachers shall be laid off in inverse order of seniority provided that the staff remaining, due to any such layoff, shall be certified and qualified to teach the remaining positions.
3. Probationary teachers shall be laid off before tenure teachers, so long as tenure teachers are certified and qualified to teach the positions available.
4. Seniority shall be defined as the length of continuous service in the bargaining unit. Periods of time spent on leaves of absence shall not constitute a break in continuous service, and seniority shall accrue during such periods. For purposes of this Article only, service at less than the full teaching load shall count as if the service was at the full teaching load.
 - a. In the event of ties in seniority, as defined above, position on the seniority list shall be determined by using the last four (4) digits of the respective social security numbers. The lower number shall receive the lower position on the seniority list.
 - b. Not later than November 1 each year, the Board shall prepare a seniority list and deliver same to the HEA President. In the event that HEA disputes the accuracy of said list, it will notify the Board of any alleged errors, in writing, by December 1.

5. **DEFINITIONS**

- a. **Certification:** Possessing a provisional, permanent, continuing, or professional education certificate appropriate to the teaching level. With respect to bargaining unit positions not requiring teaching certification (school nurse, JTPA coordinator, social worker, physical therapist, occupational therapist), the term "certification" shall include written approvals, permits, licenses and/or certificates issued and required by the State of Michigan, or any position specifications issued by the federal or state government for receipt of grant funding for a particular program.
- b. **Qualifications:** Possessing a major or minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in the academic area to meet accrediting agency standards (for those grades which are accredited).

- B. After a reduction of teachers, as outlined above, if there are teaching positions that become vacant, laid off teachers who are certified and qualified will be given the first opportunity to fill such positions. Teachers shall be recalled by seniority, provided they are certified and qualified for the available positions. The teacher will have ten (10) days after notification of an offer of reemployment to indicate his/her desire to accept or reject. Notice of recall shall be by certified mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the District informed of his/her current address.
- C. If a teacher is laid off, he/she shall have the right to accept or reject recall to a position consisting of less hours than the teacher was assigned at the time of his/her layoff without affecting his/her right to any future recall to any full time position(s) or positions consisting of the same number of hours the teacher was assigned at the time of his/her layoff. A laid off teacher shall also have the right to reject a recall if he/she is under contract to another Michigan public school district at the time of recall for the period of the recall. This shall not affect his/her rights to any future recalls.
- D. Before official action on a reduction of teachers is taken by the District, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- E. The individual contract executed between each teacher and the District is subject to the terms and conditions of this provision. It is intended that this provision takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this provision.
- F. Except in the event of an emergency, all teachers to be laid off shall be given at least sixty (60) days written notice. It shall be the responsibility of the teacher to keep the District informed of his/her current address for purposes of receiving such notice. The HEA President will also be forwarded a copy of the layoff notice.

ARTICLE XVII

CALENDAR

- A. The school calendars are set forth in Appendix A of this contract and are hereby incorporated by reference.
- B. The first payday for the 1994-97 school years shall be September 2, 1994, September 1, 1995, and August 30, 1996. Subsequent paydays shall be every two (2) weeks thereafter.
- C. The 1994-97 school calendars shall have 185 total teacher days and 182 student attendance days.

- D. For 1994-95, the dates and times for Parent Teacher Conferences, Professional Staff Development Days and Open Houses shall be established through consensus of the building principal and teachers in each building in consultation with the building-level school improvement teams. Said decisions shall be consistent with "guiding principals" for decision-making established by the District and with the provisions of this Master Agreement.

Prior to May 1, 1995, the District and Association shall meet to assess the impact of the above process, and whether it is in the best interests of the District and Association to continue such decision-making at the building level. If either the District or Association determines that it is not in its best interests to continue, the District and Association shall meet to establish common times for Parent-Teacher Conferences, Professional Staff Development Days and Open Houses which are consistent with the past practice of the District (prior to 1994-95) and with all other provisions of the Master Agreement.

- E. Parent Teacher Conferences shall not exceed twelve (12) hours, except as provided in G and F (below).
- F. Teachers in grades K-5 having 25-27 students (per section in Kindergarten) shall have compensation paid at the hourly rate specified in Appendix E, Section B, not to exceed 1/2 hour pay for three such conferences.
- G. Teachers in grades K-5 having 28 or more students (per section in Kindergarten) shall be granted an additional 1/2 day for conferences.
- H. If parent Teacher Conferences are scheduled before or after a teacher's regularly scheduled work hours (e.g. evening conferences), equivalent time off when teachers are not required to report for duty, shall be scheduled during the regular school day. For example, if a building has one evening conference, then one afternoon or morning shall be scheduled as no school for students and teachers. The dates and times for these days shall also be established at the building level by the teachers and principal in each building.
- I. Professional Staff Development Days shall be scheduled during teacher's regularly scheduled work hours.

ARTICLE XVIII

PROFESSIONAL COMPENSATION

The following appendices are incorporated herein by reference as if each appendix were written out hereunder in full:

Salary Schedules	Appendix B
Fringe Benefits	Appendix C
Extra Pay for Extra Duties	Appendix D
Miscellaneous Schedules	Appendix E
Retirement Severance	Appendix F
Teacher Improvement/Evaluation Program	Appendix G
Non-Classroom Professionals Improvement/Evaluation Program	Appendix H

ARTICLE XIX

EXCLUSION OF TENURE IN POSITION

- A. The provisions of this Article shall apply to all bargaining unit members who are eligible for tenure under the Michigan Teachers' Tenure Act (MCLA 38.71 *et. seq.*; MSA 15.1971 *et. seq.*).
- B. A bargaining unit member assigned to a position other than as a classroom teacher, within the meaning of the Teachers' Tenure Act, MCLA 38.71 *et. seq.*, shall not be deemed to have tenure in such non-classroom position by virtue of this contract or any individual contract. Such tenure is hereby specifically denied and excluded. However, the bargaining unit member shall be eligible for continuing tenure as an active classroom teacher in accordance with the provisions of the Teachers' Tenure Act.
- C. The District and the Association, recognizing that tenure in a position other than as a classroom teacher under Article III, Section 1 of the Michigan Teachers' Tenure Act is withheld and denied by the provisions of this collective bargaining agreement, specifically agree that the layoff and recall provisions of this Agreement pertaining to seniority have

precedence over any conflicting claims predicated upon Article III, Section 1 of the Michigan Teachers' Tenure Act. It is expressly understood between the Association and the District that seniority as provided in Article XVI of this Agreement and the mutually agreed upon application of rights attendant to seniority, including particularly in reference to layoff and recall, have and shall take precedence over any asserted "tenure in position" rights of a bargaining unit member to placement in a position other than as a classroom teacher which may have arisen by reason of the State Teacher Tenure Commission or appellate interpretation of MCLA 38.91; MSA 15.1991.

ARTICLE XX

PROBATION AND CONTINUING STATUS FOR NON-CERTIFIED TEACHERS

- A. The provisions of this Article shall apply to all bargaining unit members who are not eligible for tenure under the Michigan Teachers' Tenure Act (MCLA 38.71 *et. seq.*; MSA 15.1971 *et. seq.*).
- B. A bargaining unit member may, upon initial employment with the District, be required to serve a probationary period not to exceed two (2) calendar years from his/her anniversary date of employment. If an employee works a partial school year (defined as 90 days or more in an academic year), such periods shall be aggregated for purposes of computing the two year probationary period if the experience has occurred within four (4) calendar years of the time when continuing status is claimed.
- C. At least sixty (60) days before conclusion of the probationary period described in paragraph B above, the District shall determine whether the employee's performance is satisfactory or unsatisfactory, and shall notify the employee in writing. The determination of unsatisfactory performance shall be based on the employee's "Improvement/Evaluation Form." If the District determines unsatisfactory performance, it shall provide the employee with the specific reasons for the determination.
- D. If the District determines that the probationary employee's performance is unsatisfactory in accordance with the above paragraphs, the employee's contract shall not be renewed. The District shall also have the option of placing the employee on a third year of probation, provided that the above procedures and timelines are met.
- E. For purposes of non-renewal, the employee shall be considered "probationary" under the terms of this Agreement.
- F. If the District does not determine unsatisfactory performance or place the probationary employee on a third year of probation in accordance with the above paragraphs, the employee shall be considered to be on "continuing status." The term "continuing status" shall be equated to the term "tenure" under the terms of this Agreement for bargaining unit

members who are not eligible for tenure under the Michigan Teachers' Tenure Act, MCLA 38,71 *et. seq.*

ARTICLE XXI

SCHOOL IMPROVEMENT PLAN

- A. It is hereby agreed by and between the parties that with respect to the responsibility contained in the School Code and/or State School Aide Act, to adopt and implement a three to five year school improvement plan and continuing school improvement process for each school within the school district, which is to include site-based/building-level decision-making, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process, including site-based/building-level decision-making, except by mutual agreement of the undersigned Board of Education and Association, executed in writing.
- B. In the event that any provision(s) of a SIP or application thereof, including a site-based/building-level decision, violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. Any provision(s) of the SIP or applications thereof, including a site-based/building-level decision, affecting established wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Board of Education and the Association prior to being adopted and/or implemented.
- C. Staff input and involvement on the SIP committee(s), site-based/building-level decision-making committees and various planning subcommittees and projects is encouraged. This allows the teachers in the buildings the opportunity to provide educational input and expertise to improve the quality of education. Employee participation on the various "SIP" committees, including site-based/building-level decision-making committees, is voluntary and nonparticipation shall not be used as a criterion for evaluation, discipline, or discharge.

ARTICLE XXII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. SUPPORT BY BOARD

Teachers complying with District rules and regulations who are acting in the line of duty with respect to maintenance of control and discipline in the classroom and other activities shall be given support and assistance by the District. Continued effort will be made to assure teachers that they can indeed teach with a minimum of disruption and abuse.

B. RULES AND REGULATIONS

The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, teachers and parents at the commencement of each school year.

C. ASSAULTS

Any case of assault upon a teacher arising out of the performance of the teacher's professional responsibilities at school or school-sponsored functions shall be promptly reported to the Board or its designated representative. The Board shall provide the teacher with release time needed for the handling of the incident by law enforcement and judicial authorities.

D. LOSS OF PROPERTY

The District will reimburse teachers up to \$150 per incident for loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or while performing supervision of students on school-sponsored trips. The reimbursement will not be paid if the loss is covered by insurance or involves the teacher's automobile.

E. EXCLUDING STUDENT FROM CLASS

A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

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

F. STUDENT INFORMATION

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

ARTICLE XXIII

SPECIAL EDUCATION/LEAST RESTRICTIVE ENVIRONMENT/MEDICAL PROCEDURES

A. PLACEMENT INFORMATION

Any teacher, who as a result of an IEPC placement, will be providing instruction or other services for a handicapped student in a special or regular education classroom setting, will be advised of the identity of the handicapped student and provided with access to information pertaining to the student's placement available from the special education teacher and education records containing information of legitimate educational interest to the teacher.

B. IEPC ATTENDANCE

The District shall invite a teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom.

C. PROBLEMS

If any teacher to whom a handicapped student is assigned advises the District, in writing, of a reasonable basis to believe that problems exist in the implementation of the student's current IEPC which negatively impact the student's educational progress and/or impede the learning progress of non-handicapped students in the same classroom setting, the teacher shall have the right to request a meeting of appropriate staff to discuss the problems and possible solutions or request the convening of another IEPC meeting.

D. TRAINING

The District will provide in-service and/or other training to teachers regarding the instruction and behavioral management of handicapped students in regular education classroom settings if requested by the teacher.

E. MEDICAL PROCEDURES

Where clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, or similar procedures, are necessary to maintain a student in the classroom, appropriate training will be provided to the school nurse(s). Teachers will not be required to perform these procedures.

ARTICLE XXIV

JOB SHARING

Job Sharing shall refer to two (2) bargaining unit members sharing one (1) full-time position.

A. PURPOSE

Two bargaining unit members may, at their request, pair up for the purpose of sharing one teaching assignment. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full-time teacher. It shall not occur if it prevents the recall of a laid off teacher. The application for Job Sharing shall be approved or disapproved in writing by the District within thirty (30) days of the application. In the event a request is denied, the reasons shall be set forth in writing, and the applicants shall be given the opportunity to revise and/or modify their application. The final decision rests with the District.

B. APPLICATION

The teachers shall notify the District and the Association by March 1 of each year explaining their working arrangement and indicating their desire to job share for the following school year. The plan shall include the specific work schedule for each job sharer, including responsibilities for faculty meetings, recess duty, field trips, planning time, etc. Once the teachers have submitted their plan, they may not deviate from it unless the teachers and the District agree.

C. PAIRING

The teachers who have jointly agreed to work together must be certified and qualified for the job they will share. The job sharing arrangement shall be for one year. Job sharing teachers who wish to continue job sharing for additional years shall reapply each year as specified under Paragraphs A and B.

D. RESPONSIBILITIES

Both job sharers shall each be required to participate in parent teacher conferences, inservice days, elementary grade level meetings, and PSD activities to the same extent as full-time teachers. Tulip Time activities shall be in accordance with the Master Agreement.

E. COMPENSATION

Compensation shall be determined by each teacher's step and column of the salary schedule, prorated for the amount of time worked. Each teacher will gain one full year of

seniority and will move up one full step on the salary schedule for each year worked at the job sharing position.

F. BENEFITS

Sick leave and personal leave shall be granted on a prorated basis. Fringe benefits shall be provided in accordance with Appendix C of the Master Agreement.

G. SUBSTITUTING

In the event one of the teachers is absent and is covered by one of the paid leave of absence provisions in Article IX, the other teacher will have first opportunity to substitute for the absent teacher. For daily substitute work, the other job sharer shall be paid at the per diem substitute rate (prorated for the portion of time substituting). For substituting for longer than ten (10) consecutive days, the job sharer shall be paid according to the job sharer's full time daily rate for working the full position.

H. MID-YEAR VACANCY

Neither participant in a job sharing position may exercise seniority rights to displace the other participant from a portion of the assignment during the school year. In the event one of the job sharing teachers leaves the employment of the District during the course of the school year, the other teacher shall automatically assume full-time status in the position being shared for the remainder of that school year. This provision may be waived upon the written approval of the District.

I. YEAR-END VACANCY

In the event one of the teachers leaves the employment of the District or the job share position at the conclusion of a school year, the other teacher in the position will be given first option for full time status within that classroom, or to reapply for the shared time position with another individual.

J. DISCONTINUING JOB SHARING

Both job sharing teachers will terminate all rights to their original classroom assignments. At the conclusion of a job sharing assignment, if either the District or the job sharers elect to discontinue job sharing for the following school year, each teacher will have the right to return to full-time status in accordance with Paragraphs 1-6.

1. Teachers involved in a job share assignment shall give notice of their intent to return to a full time position for the next school year no later than March 1. The District shall likewise notify the job sharers no later than March 1 if it plans to discontinue the job sharing assignment.

2. If a shared time assignment is discontinued, the job sharing teachers may apply for any vacancies that may be available.
3. If no vacancies are available, said teachers shall continue in their job share position until a vacancy or vacancies become available.
4. If the job sharing assignment is discontinued by the District and there are no vacancies available, then the job sharers shall have the right to bump the least senior full-time teachers in positions for which the job sharers are certified and qualified, provided that the teachers being bumped have less seniority than the job sharing teachers who are displacing them.
5. If bumping occurs, then the teachers who are bumped shall also have the right to bump the least senior full-time teachers in positions for which they are certified and qualified, provided that the teachers being bumped have less seniority.
6. If the District intends to implement or is in the process of implementing a reduction of personnel for the following school year, then the provisions of the Reduction of Personnel provisions (Article XVI) shall apply. If there is any conflict or inconsistency between this Article and Article XVI, then Article XVI shall supersede.

K. COVERED BY MASTER AGREEMENT

All other provisions of the Master Agreement shall continue as if the job sharing teachers were working in regular, full-time positions.

L. SIGN OFF

Before the job sharing agreement is implemented, it shall be signed by the building principal, an authorized representative of the Association, and the job sharing participants, all of whom shall receive a copy of the signed job sharing agreement.

M. ENFORCEABILITY

Once signed by the Association representative, the terms of the job sharing agreement shall not be subject to any grievance claiming that any of the terms of the job sharing agreement violate any of the terms of the Master Agreement. Likewise, the decision of the District to approve or deny the job sharing application rests with the District in its sole discretion and shall not be subject to grievance and/or arbitration. Otherwise, an alleged violation, misinterpretation, or misapplication of any specific provision(s) of this Article and/or of the job sharing agreement itself shall be fully grievable and arbitrable in accordance with the grievance procedure contained in the Master Agreement.

ARTICLE XXV

TERMINATION CLAUSE

This Agreement shall be effective as of August 29, 1994 through August 31, 1997, or the last day before the first work day in 1997-98, whichever is earlier. The terms of this Agreement shall continue unchanged for the life of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives on this _____ day of _____, 1994 .

HOLLAND EDUCATION ASSOCIATION

HOLLAND BOARD OF EDUCATION

By _____
Charles Bullard, President

By _____
Timothy Philippart, President

By _____
Joseph Bechard, Vice- President

By _____
M. Clyde Robinson, Vice-President

By _____
Marilyn Tammi, Secretary

By _____
Henry VanderLinde, Secretary

By _____
Mary Yedinak, Treasurer

By _____
Joseph Hoffer, Treasurer

By _____
Richard Slachta, Chief Negotiator

By _____
Kevin Clark, Trustee

By _____
John Olsen, Member Negotiating
Committee

By _____
Larry Gavette, Trustee

By _____
Barbara McFall, Member
Negotiating Committee

By _____
Sally Zwiep, Trustee

By _____
Clare Friend, Member
Negotiating Committee

By _____
Bonnie Lowe, Member
Negotiating Committee

**APPENDIX A
1994-95 SCHOOL CALENDAR**

Monday, August 29	Teacher Day - Administrative in a.m.; teacher prep. time in p.m. with no meetings.
Tuesday, August 30	Students report for 1/2 (one half) day; remainder of non-student time to be used for preparation.
Monday, September 5	Labor Day
Th/Fri., November 24-25	Thanksgiving Break
Friday, December 23	1/2 day for students and staff
December 26 - Jan 6	Christmas Break
Monday, January 9	Classes resume
Friday, January 20	Teacher day for grading and prep; no meetings
Monday, February 20	Mid-Winter Break
April 3-7	Spring Break
Monday, April 10	Classes Resume
Friday, April 14	Good Friday; 1/2 day for students and staff
Wednesday, May 17	Students 1/2 day a.m.; Tulip Time activities p.m.**
Thursday, May 18	Students 1/2 day a.m.; Tulip Time activities p.m.**
Monday, May 29	Memorial Day
Wednesday, June 7	Elem. & M.S. students 1/2 day a.m.; teachers all day
Thursday, June 8	Last day for students (all students 1/2 day in a.m.; teachers work in p.m.)
Friday, June 9	Last day for teachers/teachers' work day; principal may hold a one-hour meeting in a.m.. Teachers are free to leave at noon providing work is complete.

** Tulip Time Note: Teachers attending Tulip Time activities may leave work without loss of pay or deduction from sick leave by signing out of the building in the principal's office. It is understood that this release is for the purpose of attending Tulip Time activities for the remainder of the school day and is not to be used for other purposes. Those not attending shall work in their buildings.

1994-95 SCHOOL YEAR WORKING DAY CALENDAR

First Semester

AUG. 29, 1994 - JAN. 20, 1994

92 TEACHER DAYS

90 STUDENT DAYS

Teacher Days

AUGUST 29, 1994

JANUARY 20, 1995

JUNE 9, 1995

Second Semester

JAN. 23, 1995 - JUNE 9, 1995

93 TEACHER DAYS

92 STUDENT DAYS

JULY 1994

M	T	W	Th	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

Holidays

Teacher Days

Vacation

1/2 Day for Students

JANUARY 1995

M	T	W	Th	F	
2	3	4	5	6	
9	10	11	12	13	5
16	17	18	19	20	4
23	24	25	26	27	5
30	31				2

AUGUST 1994

M	T	W	Th	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			2

FEBRUARY 1995

M	T	W	Th	F	
		1	2	3	3
6	7	8	9	10	5
13	14	15	16	17	5
20	21	22	23	24	4
27	28				2

SEPTEMBER 1994

M	T	W	Th	F	
			1	2	2
5	6	7	8	9	4
12	13	14	15	16	5
19	20	21	22	23	5
26	27	28	29	30	5

MARCH 1995

M	T	W	Th	F	
		1	2	3	3
6	7	8	9	10	5
13	14	15	16	17	5
20	21	22	23	24	5
27	28	29	30	31	5

OCTOBER 1994

M	T	W	Th	F	
3	4	5	6	7	5
10	11	12	13	14	5
17	18	19	20	21	5
24	25	26	27	28	5
31					1

APRIL 1995

M	T	W	Th	F	
3	4	5	6	7	
10	11	12	13	14	5
17	18	19	20	21	5
24	25	26	27	28	5

NOVEMBER 1994

M	T	W	Th	F	
	1	2	3	4	4
7	8	9	10	11	5
14	15	16	17	18	5
21	22	23	24	25	3
28	29	30			3

MAY 1995

M	T	W	Th	F	
1	2	3	4	5	5
8	9	10	11	12	5
15	16	17	18	19	5
22	23	24	25	26	5
29	30	31			2

DECEMBER 1994

M	T	W	Th	F	
			1	2	2
5	6	7	8	9	5
12	13	14	15	16	5
19	20	21	22	23	5
26	27	28	29	30	

JUNE 1995

M	T	W	Th	F	
			1	2	2
5	6	7	8	9	4
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

**APPENDIX A
1995-96 SCHOOL CALENDAR**

Monday, August 28	Teacher Day Administrative in a.m.; teacher prep. time in p.m. with no meetings.
Tuesday, August 29	Students report for 1/2 (one half) day; remainder of non-student time to be used for preparation.
Monday, September 4	Labor Day
Th/Fri., November 23-24	Thanksgiving Break
Friday, December 22	1/2 day for students and staff
December 25 - Jan 5	Christmas Break
Monday, January 8	Classes resume
Friday, January 19	Teacher day for grading and prep; no meetings
Monday, February 19	Mid-Winter Break
April 1-5	Spring Break
Monday, April 8	Classes Resume
Wednesday, May 15	Students 1/2 day a.m.; Tulip Time activities p.m.**
Thursday, May 16	Students 1/2 day a.m.; Tulip Time activities p.m.**
Monday, May 27	Memorial Day
Wednesday, June 5	Elem. & M.S. students 1/2 day a.m.; teachers all day
Thursday, June 6	Last day for students (all students 1/2 day in a.m.; teachers work in p.m.)
Friday, June 7	Last day for teachers/teachers' work day; principal may hold a one-hour meeting in a.m. Teachers are free to leave at noon providing work is complete.

**** Tulip Time Note:** Teachers attending Tulip Time activities may leave work without loss of pay or deduction from sick leave by signing out of the building in the principal's office. It is understood that this release is for the purpose of attending Tulip Time activities for the remainder of the school day and is not to be used for other purposes. Those not attending shall work in their buildings.

1995-96 SCHOOL YEAR WORKING DAY CALENDAR

First Semester

AUG. 28, 1995 - JAN. 19, 1996
92 TEACHER DAYS
90 STUDENT DAYS

Teacher Days

AUGUST 28, 1995
JANUARY 19, 1996
JUNE 7, 1996

Second Semester

JAN. 22, 1996 - JUNE 7, 1996
93 TEACHER DAYS
92 STUDENT DAYS

JULY 1995

M	T	W	Th	F		
3	4	5	6	7		
10	11	12	13	14		
17	18	19	20	21		
24	25	26	27	28		
31						

Holidays

Teacher Days

Vacation

1/2 Day for Students

JANUARY 1996

M	T	W	Th	F		
1	2	3	4	5		
8	9	10	11	12	5	
15	16	17	18	19	4	
22	23	24	25	26	5	
29	30	31			3	17 +1

AUGUST 1995

M	T	W	Th	F		
	1	2	3	4		
7	8	9	10	11		
14	15	16	17	18		
21	22	23	24	25		
28	29	30	31		3	3 +1

FEBRUARY 1996

M	T	W	Th	F		
			1	2	2	
5	6	7	8	9	5	
12	13	14	15	16	5	
19	20	21	22	23	4	
26	27	28	29		5	20

SEPTEMBER 1995

M	T	W	Th	F		
				1	1	
4	5	6	7	8	4	
11	12	13	14	15	5	
18	19	20	21	22	5	
25	26	27	28	29	5	20

MARCH 1996

M	T	W	Th	F		
				1	1	
4	5	6	7	8	5	
11	12	13	14	15	5	
18	19	20	21	22	5	
25	26	27	28	29	5	21

OCTOBER 1995

M	T	W	Th	F		
2	3	4	5	6	5	
9	10	11	12	13	5	
16	17	18	19	20	5	
23	24	25	26	27	5	
30	31				2	22

APRIL 1996

M	T	W	Th	F		
1	2	3	4	5		
8	9	10	11	12	5	
15	16	17	18	19	5	
22	23	24	25	26	5	
29	30				2	17

NOVEMBER 1995

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

MAY 1996

M	T	W	Th	F		
		1	2	3	3	
6	7	8	9	10	5	
13	14	15	16	17	5	
20	21	22	23	24	5	
27	28	29	30	31	4	22

DECEMBER 1995

M	T	W	Th	F		
				1	1	
4	5	6	7	8	5	
11	12	13	14	15	5	
18	19	20	21	22	5	
25	26	27	28	29		16

JUNE 1996

M	T	W	Th	F		
3	4	5	6	7	4	
10	11	12	13	14		
17	18	19	20	21		
24	25	26	27	28		
						4 +1

**APPENDIX A
1996-97 SCHOOL CALENDAR**

Monday, August 26	Teacher Day Administrative in a.m.; teacher prep. time in p.m. with no meetings.
Tuesday, August 27	Students report for 1/2 (one half) day; remainder of non-student time to be used for preparation.
Monday, September 2	Labor Day
Th/Fri., November 28-29	Thanksgiving Break
December 23 - Jan 3	Christmas Break
Monday, January 6	Classes resume
Friday, January 17	Teacher day for grading and prep; no meetings
Monday, February 17	Mid-Winter Break
Friday, March 28	Good Friday; 1/2 day for students and staff
March 31 - April 4	Spring Break
Monday, April 7	Classes Resume
Wednesday, May 14	Students 1/2 day a.m.; Tulip Time activities p.m.**
Thursday, May 15	Students 1/2 day a.m.; Tulip Time activities p.m.**
Monday, May 26	Memorial Day
Wednesday, June 4	Elem. & M.S. students 1/2 day a.m.; teachers all day
Thursday, June 5	Last day for students (all students 1/2 day in a.m.; teachers work in p.m.)
Friday, June 6	Last day for teachers/teachers' work day; principal may hold a one-hour meeting in a.m.. Teachers are free to leave at noon providing work is complete.

**** Tulip Time Note:** Teachers attending Tulip Time activities may leave work without loss of pay or deduction from sick leave by signing out of the building in the principal's office. It is understood that this release is for the purpose of attending Tulip Time activities for the remainder of the school day and is not to be used for other purposes. Those not attending shall work in their buildings.

1996-97 SCHOOL YEAR WORKING DAY CALENDAR

First Semester

AUG. 26, 1996 - JAN. 17, 1997
92 TEACHER DAYS
90 STUDENT DAYS

Teacher Days

AUGUST 26, 1996
JANUARY 17, 1997
JUNE 6, 1997

Second Semester

JAN. 20, 1997 - JUNE 6, 1997
93 TEACHER DAYS
92 STUDENT DAYS

JULY 1996

M	T	W	Th	F		
1	2	3	4	5		
8	9	10	11	12		
15	16	17	18	19		
22	23	24	25	26		
29	30	31				

Holidays

Teacher Days

Vacation

1/2 Day for Students

JANUARY 1997

M	T	W	Th	F		
		1	2	3		
6	7	8	9	10	5	
13	14	15	16	17	4	
20	21	22	23	24	5	
27	28	29	30	31	5	19 +1

AUGUST 1996

M	T	W	Th	F		
			1	2		
5	6	7	8	9		
12	13	14	15	16		
19	20	21	22	23		
26	27	28	29	30	4	4 +1

FEBRUARY 1997

M	T	W	Th	F		
3	4	5	6	7	5	
10	11	12	13	14	5	
17	18	19	20	21	4	
24	25	26	27	28	5	19

SEPTEMBER 1996

M	T	W	Th	F		
2	3	4	5	6	4	
9	10	11	12	13	5	
16	17	18	19	20	5	
23	24	25	26	27	5	
30					1	20

MARCH 1997

M	T	W	Th	F		
3	4	5	6	7	5	
10	11	12	13	14	5	
17	18	19	20	21	5	
24	25	26	27	28	5	
31						20

OCTOBER 1996

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

APRIL 1997

M	T	W	Th	F		
	1	2	3	4		
7	8	9	10	11	5	
14	15	16	17	18	5	
21	22	23	24	25	5	
28	29	30			3	18

NOVEMBER 1996

M	T	W	Th	F		
				1	1	
4	5	6	7	8	5	
11	12	13	14	15	5	
18	19	20	21	22	5	
25	26	27	28	29	3	19

MAY 1997

M	T	W	Th	F		
			1	2	2	
5	6	7	8	9	5	
12	13	14	15	16	5	
19	20	21	22	23	5	
26	27	28	29	30	4	21

DECEMBER 1996

M	T	W	Th	F		
2	3	4	5	6	5	
9	10	11	12	13	5	
16	17	18	19	20	5	
23	24	25	26	27		
30	31					15

JUNE 1997

M	T	W	Th	F		
2	3	4	5	6	4	
9	10	11	12	13		
16	17	18	19	20		
23	24	25	26	27		
30						4 +1

ACT OF GOD DAYS

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

HOLLAND

APPENDIX B

1994-95 SALARY SCHEDULE

Step	A	B	C	D	E	F
1	27,086	28,408	29,263	30,081	30,894	31,476
2	28,440	29,770	30,870	31,695	32,508	33,072
3	29,791	31,138	32,482	33,297	34,098	34,678
4	31,140	32,497	34,079	34,900	35,708	36,265
5	32,512	33,871	35,688	36,503	37,300	37,866
6	33,865	35,231	37,289	38,107	38,912	39,453
7	35,206	36,593	38,906	39,719	40,512	41,046
8	36,541	37,948	40,499	41,316	42,108	42,633
9	37,906	39,315	42,126	42,920	43,709	44,244
10	39,247	40,664	43,730	44,519	45,301	45,837
11	40,594	42,032	45,344	46,133	46,915	47,430
12	41,934	43,389	46,948	47,728	48,516	49,020
13	43,261	44,732	48,560	49,337	50,114	50,609
14			50,098	50,902	51,709	52,210
15						53,800
19	44,150	45,967	50,656	51,466	52,039	54,133
25	45,097	47,476	51,186	52,205	52,714	54,689

HOLLAND

APPENDIX B

1995-96 SALARY SCHEDULE

Step	A	B	C	D	E	F
1	27,844	29,203	30,082	30,924	31,760	32,358
2	29,236	30,603	31,734	32,583	33,419	33,998
3	30,626	32,010	33,391	34,229	35,052	35,648
4	32,012	33,407	35,033	35,877	36,707	37,280
5	33,422	34,819	36,687	37,525	38,344	38,927
6	34,814	36,217	38,333	39,174	40,001	40,557
7	36,192	37,617	39,995	40,831	41,647	42,195
8	37,564	39,010	41,633	42,473	43,287	43,827
9	38,968	40,416	43,306	44,122	44,932	45,483
10	40,346	41,802	44,955	45,765	46,569	47,121
11	41,730	43,209	46,614	47,424	48,228	48,758
12	43,108	44,604	48,262	49,064	49,875	50,393
13	44,473	45,985	49,919	50,718	51,517	52,027
14			51,500	52,328	53,157	53,672
15						55,307
19	45,386	47,254	52,074	52,907	53,497	55,649
25	46,360	48,805	52,619	53,667	54,190	56,220

HOLLAND

APPENDIX B

1996-97 SALARY SCHEDULE

Step	A	B	C	D	E	F
1	28,624	30,021	30,925	31,789	32,649	33,264
2	30,055	31,460	32,623	33,495	34,354	34,950
3	31,483	32,906	34,326	35,188	36,034	36,647
4	32,908	34,342	36,014	36,881	37,735	38,324
5	34,358	35,794	37,715	38,576	39,418	40,017
6	35,788	37,231	39,406	40,271	41,121	41,693
7	37,205	38,671	41,115	41,974	42,813	43,377
8	38,616	40,102	42,799	43,662	44,499	45,054
9	40,059	41,547	44,519	45,357	46,190	46,756
10	41,476	42,973	46,213	47,047	47,873	48,440
11	42,899	44,419	47,919	48,752	49,579	50,123
12	44,315	45,853	49,614	50,438	51,271	51,804
13	45,718	47,272	51,317	52,138	52,960	53,483
14			52,942	53,793	54,646	55,175
15						56,855
19	46,657	48,577	53,532	54,388	54,994	57,207
25	47,658	50,172	54,093	55,169	55,707	57,794

APPENDIX B
(To be attached to salary schedule)

To qualify for placement on columns A through F, the individual must meet one of the criteria listed under each column description.

- Column A:
1. Bachelor of Science Degree, or
 2. Bachelor of Arts Degree

- Column B:
1. A Michigan permanent, life, continuing, or professional education certificate and four (4) additional credits, and a Bachelor of Science or Bachelor of Arts degree. The additional credits must be earned subsequent to the granting of the Michigan permanent, life, continuing, or professional education certificate or concurrently during the academic term in which requirements for granting of the certificate are satisfied. For teachers hired after September 1, 1987, the additional credits must be related to present or future anticipated assignments.
 2. As an alternative to item 1 above, a teacher may qualify for placement on Column B if all of the following criteria are satisfied:
 - a. A current Michigan provisional, permanent, continuing, or professional education certificate.
 - b. A teaching certificate previously issued to the teacher by another state which certificate is comparable to a Michigan provisional, permanent, continuing, or professional education certificate.
 - c. A Bachelor of Science or Bachelor of Arts degree.
 - d. Twenty-two additional credits earned subsequent to the granting of the BA or BS degree and also subsequent in time to granting of any of the certificates enumerated in sub-paragraph b. above.
 3. A bargaining unit member in a position not requiring teacher certification (excluding JTPA Coordinator) shall be advanced to Column B if all of the following criteria are satisfied:
 - a. A written approval, permit, license or certificate issued and required by the State of Michigan to hold the position assigned.
 - b. Twenty-two (22) additional credits earned subsequent to the BA or BS degree.

Column C: A Master's Degree

Column D: A Master's Degree and twenty (20) additional credits earned subsequent to the granting of the Master's Degree.

Column E: An individual must have a M.S.W. Degree, or an individual must have an Education Specialist's Degree.

Column F: An individual must have a PhD or Educational Doctor's Degree.

The criteria and restrictions for column advancement shall only apply to course work taken on or after September 1, 1988. For all course work taken prior to September 1, 1988, the provisions of the 1987-88 contract shall apply with respect to salary column advancement.

Notes:

1. For purposes of placement on Column D, college credits taken concurrently with other course work that is part of the Master's Degree program (but additional to the credits required for the Master's Degree) shall be counted as additional credits provided that all such credits are related to the teacher's current or future anticipated teaching assignment, including classes in school administration.
2. One additional credit shall be defined as one (1) semester hour of college course work or the equivalent of one (1) semester hour in term/quarter hours.
3. Teachers hired on or after September 1, 1987, cannot progress to these steps on the BA column.
4. Additional credits (i.e., the four additional credits beyond the Permanent/Life/Continuing/Professional Education Certificate in Column B) must be related to present or future anticipated assignments for those teachers hired after September 1, 1987.

APPENDIX C

FRINGE BENEFITS

- A. The District shall pay for the required TB Test and shall determine the time, place, and physician. The District's obligation is limited to the TB Test provided by the District.
- B. The District will provide to all full time bargaining unit members, without cost, the following benefits as PAK A:
1. MESSA's Super Med I protection for a full twelve (12) month period for the teacher's entire family.
 2. The MESSA/Delta Dental Care Plan Auto + with Orthodontic and Adult Rider 008, and Internal and External Coordination of Benefits for the teacher's entire family. This plan shall include adult ortho, sealants; \$1500 maximum for Class I and II, and an \$1800 maximum for Class III benefits.
 3. MESSA Term Life Insurance protection with AD&D in the amount of \$45,000 that will be paid to the teacher's designated beneficiary.
 4. MESSA LTD Plan 2, which includes payment of 70% of salary after a ninety (90) calendar-day wait (modified fill), with a monthly maximum of \$5,000, pre-existing conditions waiver, freeze on offsets, alcohol/drug and mental/nervous same as any other illness and cost-of-living benefits.
 5. MESSA Vision Plan VSP-3 plus for the teacher's entire family.
- C. Any full time teacher may sign a written waiver not to take PAK A and take PAK B, which is PAK A less SM I plus \$30.00 per month at the District's expense to be applied toward MESSA Options and/or a tax-sheltered annuity program of the teacher's choice. Provided that the option amount shall be increased to \$50.00 per month if fifty-three (53) or more teachers enroll in PAK B. Further, the option amount shall increase to \$70.00 per month if sixty (60) or more teachers enroll in PAK B, or \$100.00 per month if seventy-six (76) or more enroll in PAK B.
- D. For teachers employed for the full school year, all insurance programs will commence on October 1 of each year and will continue through September 30 of the following year.
1. Teachers who begin employment after September 1 of the school year will have premium contribution for fringe benefits made on the first day of the month following their first day of service. They shall have their benefits continued for that portion of the twelve (12) month insurance year which is proportional to their

number of days worked in comparison to the number of teacher obligation days contained on the school calendar.

2. Teachers who are separated from the employment of the District (other than for illness/disability) shall have their benefits continued for that portion of the twelve (12) month insurance year which is proportional to their number of paid days in comparison to the number of teacher obligation days contained on the school calendar.
3. Teachers who are unable to complete a school year due to illness or disability shall have their benefits continued until the conclusion of the insurance year on September 30.

- E. Teachers working half time, but less than full time, shall be entitled to receive PAK B, subject to the above limitations. Alternatively, the teacher may select PAK A prorated with the District paying that portion of the premium equal to the portion that the teacher's work schedule is to a full work schedule, with the balance paid by payroll deduction.

Teachers working less than half time shall be entitled to receive PAK B (except the option/annuity amount) at the District's expense. Alternatively, the teacher may select PAK A prorated with the District paying that portion of the premium equal to the portion that the teacher's work schedule is to a full work schedule, with the balance paid by payroll deduction.

- F. Change in family status shall be reported by the employee to the Business Office within sixty (60) days of said change.
- G. To be eligible for the above coverages, employees must be able to satisfy all requirements of the policyholder before benefits are effective.
- H. All teachers are advised that, upon leaving the employment of the District, they have certain legal rights to convert insurance to individual payment of premiums. Persons interested should contact the Business Office upon termination of employment.
- I. If a husband and wife are both members of this bargaining unit, one will select PAK A and the other PAK B.

APPENDIX D

EXTRA DUTY ASSIGNMENTS

- A. Extra duty assignments are non-tenure appointments. Evaluation of performance on these assignments shall be done separately from the regular evaluation process.
- B. Qualified members of the regular teaching staff shall be given full consideration for any available extra duty positions. They shall be granted an interview with the Assistant Superintendent for Personnel or his/her designee. If no member of the regular teaching staff elects available positions or, in the Board's opinion there are no qualified regular staff members, then the Board may offer the job to qualified personnel outside the regular teaching staff.
- C. The Assistant Superintendent for Personnel or his/her designee shall issue to each extra duty teacher, upon appointment, a contract indicating the nature of the teacher's assignment, starting date, length of the assignment, and the salary.
- D. Compensation for extra duty assignments shall be made according to the attached schedule. Compensation for all extra pay, extra duty assignments will be calculated for withholding purposes on the basis of a separate payment.
- E. Upon completion of an extra duty assignment, requisition for pay will be submitted by the extra duty teacher to the appropriate administrator who will certify fulfillment of responsibilities.
- F. Compensation for extra duty assignments will be incorporated into regular paychecks as miscellaneous income, but the calculation of taxes on said compensation will be calculated separately.
- G. In addition to the percentage of the base pay reflected for each extra duty job on the following schedule, extra duty teachers will receive an increment of two percent (2%) per year for each year of work in the activity up to a maximum of thirteen (13) years. Experience shall accumulate only for years within each sport or activity. Teachers coaching a different sport shall begin at year one on the experience factor. The experience factor dollars of the total stipend will be paid to each individual based on his/her years of experience in that position.
- H. In the event that a single extra duty position in athletics or student activities, that is normally held by one individual, is instead shared by more than one (1) teacher, then the experience factor(s) based upon each individual's years of experience in that position shall be applied to his/her individual share of the stipend, and not to the entire stipend. This paragraph shall not apply to instructional council representatives or department chairs, as the calculation of experience factors for these extra duty positions will be considered by a study committee.

I. A tool to determine the coaching salary:

1. **Criterion #1 - LENGTH OF SEASON IN WEEKS**

x (.75 for High School) = %
(.65 for Middle School) = %

A season begins with the established date of the M.H.S.A.A. unless another date is established by mutual consent of the Athletic Director and Coach. The ending date in the High School is the week of the Districts (or Pre-Districts or Regionals). The ending date in the Middle School is the week of the last contest.

<u>Fall Sports</u>	<u>(# of Weeks)</u>		<u>Winter Sports</u>	<u>(# of Weeks)</u>	
	<u>HS</u>	<u>MS</u>		<u>HS</u>	<u>MS</u>
Basketball	14	10	Basketball	17	12
Cross Country	11	-	Gymnastics	18	-
Football	11.6	9	Swimming	15	12
Golf	8	-	Volleyball	14	9
Soccer	11	8	Wrestling	13	7
Swimming	14	-			
Tennis	9	9			

<u>Spring Sports</u>	<u>(# of Weeks)</u>	
	<u>HS</u>	<u>MS</u>
Baseball	13	-
Golf	9	-
Soccer	12	-
Softball	13	7
Tennis	11	8
Track	11	7

2. **Criterion #2 - NUMBER OF PARTICIPANTS**

<u>High School</u>	<u>Middle School</u>
17 or less = 1%	20 or less = 1%
Over 17 = 2%	Over 20 = 2%

3. **Criterion #3 - PROGRAMS WITH UNUSUAL SITUATIONS**

- A. When the player-to-coach ratio exceeds 30/coach.
- B. Major equipment responsibilities other than the existing facility. (Some examples are parallel bars, wrestling mats, blocking sleds, tackling dummies, track hurdles, pits.)

- C. Extra responsibilities due to the nature of the sport. (Unusual time commitment, program planning and coordination, preparing two teams for competition, scouting and the interpretation of scouting, and spectator attendance at home contests averaging 1000/game for the year.)

4. **Criterion #4 - ASSISTANT COACHES**

- A. Assistant, JV and - 75% of the High School head
Freshman Coaches coach of that sport.
- B. Middle School Assistant - 90% of the Middle School head
coach of that sport.

5. **Criterion #5 - AN EXPERIENCE FACTOR SCALE:**

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

HOLLAND HIGH SCHOOL ATHLETICS

FALL SPORTS

Basketball (Head)	11.50
Basketball (JV).....	8.63
Basketball (9th).....	8.63
Cheerleading	5.88
Cheerleading (Assistant)	4.41
Cross Country (Head - Boys).....	9.25
Cross Country (Head - Girls).....	9.25
Football (Head)	14.70
Football (Assistant - Varsity).....	11.03
Football (Assistant - Varsity).....	11.03
Football (Head - JV).....	11.03
Football (Assistant - JV)	11.03
Football (Head - 9th)	11.03
Football (Assistant - 9th)	11.03
Football (Assistant - 9th)	11.03
Golf (Head).....	7.00
Soccer (Head).....	10.25
Soccer (JV)	7.69

Swimming (Head).....	12.50
Swimming (Assistant).....	9.38
Tennis (Head).....	8.75
Tennis (JV)	6.56

WINTER SPORTS

Basketball (Head).....	15.50
Basketball (JV).....	11.63
Basketball (9th)	11.63
Cheerleading.....	6.20
Cheerleading (Assistant)	4.65
Gymnastics (Head)	15.50
Gymnastics (Assistant).....	11.63
Swimming (Head).....	13.25
Swimming (Assistant).....	9.94
Volleyball (Head).....	12.00
Volleyball (JV)	9.00
Volleyball (9th)	9.00
Wrestling (Head).....	13.25
Wrestling (Assistant).....	9.94

SPRING SPORTS

Baseball (Head).....	10.75
Baseball (JV).....	8.06
Baseball (9th)	8.06
Golf (Head).....	7.75
Soccer (Head).....	11.00
Soccer (JV)	8.25
Softball (Head).....	10.75
Softball (JV)	8.06
Tennis (Head).....	10.25
Tennis (JV).....	7.69
Track (Head - Boys)	10.75
Track (Assistant - Boys)	8.06
Track (Assistant - Boys)	8.06
Track (Head - Girls)	10.75
Track (Assistant - Girls)	8.06
Track (Assistant - Girls)	8.06
Athletic Trainer.....	30.00

HOLLAND MIDDLE SCHOOL ATHLETICS(a)

Athletic Director (2 positions)..... 15.00 + 1 hour

FALL SPORTS

Basketball (7th) East & West 7.50 ea.
Basketball (8th) East & West 7.50 ea.
Football (Head) - 7th/8th, East & West..... 8.35 ea.
Football (Assistant) - 7th/8th, East & West..... 7.52 ea.
Soccer (7th) - East & West 6.20 ea.
Soccer (8th) - East & West 6.20 ea.
Tennis (7th & 8th) - East & West 7.85 ea.

WINTER SPORTS

Basketball (7th) East & West 9.30 ea.
Basketball (8th) East & West 9.30 ea.
Swimming (Head - 7/8th Co-ed Middle) (1 team)..... 9.80 ea.
Swimming (Assistant - 7/8th Co-ed Middle) (1 team)..... 8.82 ea.
Swimming (Diving - 7/8th Co-ed Middle) (1 team)..... 8.80 ea.
Volleyball (7th) East & West 6.85 ea.
Volleyball (8th) East & West 6.85 ea.
Wrestling (Head - 7/8th Middle) (1 team) 7.05 ea
Wrestling (Assistant - 7/8th Middle) (1 team)..... 6.35 ea.

SPRING SPORTS

Softball (7/8th) East & West..... 5.55 ea.
Tennis (Head - 7/8th) (East & West)..... 7.20 ea.
Track (Head - 7/8th Co-ed) East & West..... 7.05 ea.
Track (Assistant - 7/8th Co-ed) East & West..... 6.35 ea.
Track (Assistant - 7/8th Co-ed) East & West..... 6.35 ea.

HIGH SCHOOL ACTIVITIES (b)

Intramurals..... 7.995
Debate..... 13.00 ea.
Debate Assistant (X 3)..... 6.00 ea.
Dutch Dance..... 7.995
Forensics..... 8.00
Forensics Assistant (X 3)..... 5.50 ea.
Senior High Play 4.50
Senior High Play Assistant (X 2)..... 3.15 ea.

Musical.....	5.00
Musical Assistant.....	3.50
Boomerang.....	15.00
Citizens Bee.....	3.00
Close Up.....	2.50
Future Problem Solving.....	4.00
Future Problem Solving Assistant (X 2).....	2.00 ea.
Herald (4 issues).....	3.00
Herald (6 issues).....	6.00
Herald (8 issues).....	6.165
Model U.N.....	3.50
National Honor Society.....	3.00
Pen & Ink	1.50
Quiz Bowl.....	3.00
Freshman Class Advisor (X 2).....	1.50 ea.
Sophomore Class Advisor (X 2).....	1.50 ea.
Junior Class Advisor (X 2).....	2.25 ea.
Senior Class Advisor (X 2).....	3.00 ea.
Student Congress.....	1.50
Student Council Advisor.....	5.00
Flag Corps.....	3.25
Band Director.....	13.50
Assistant Band Director.....	5.00
Orchestra Director.....	10.00
Vocal Music Director	10.00
Band Director - 9th Grade	3.50

MIDDLE SCHOOL ACTIVITIES^(a) ^(b)

Intramurals (X 2).....	3.997 ea.
Future Problem Solving	4.00 ea.
Future Problem Solving Assistant (X 2).....	2.00 ea.
Play (X 2).....	3.00 ea.
Play Assistant (X 2).....	2.00 ea.
Odyssey of the Mind (X 2).....	2.00 ea.
Merit Project Teachers	3.50 ea.
Pep Squad (X 2).....	3.75 ea.
Student Council (X 2).....	4.00 ea.
7th & 8th Vocal Music (East and West)	3.50 ea.
7th & 8th Orchestras (East and West)	3.50 ea.
7th & 8th Grade Bands (East and West)	3.50 ea.
6th Grade Bands (East and West)	3.00 ea.
6th Grade Orchestras (East and West)	1.50 ea.
6th Grade Vocal Music (East and West).....	1.50 ea.
Conflict Management Building Advisors (X 2).....	7.00 ea.

ELEMENTARY SCHOOL ACTIVITIES^(b)

Odyssey of the Mind	2.00 ea.
Safety Patrol (x 9)	5.00 ea.
Elementary Orchestras (X 2)	2.50 ea.
Elementary Vocal Music (X 4)	3.50 ea.
Conflict Management Building Advisor (X 9)	5.00 ea.

CHAIRPERSONS/COORDINATORS^(b)

Middle School Team Coordinators.....	15.00 (X 8)
Chair Person Professional Staff Development.....	5.72
Vocational Ed Coordinator.....	5.72

*****DEPARTMENT CHAIRPERSONS**

Elementary Grade Level Representatives (X 10).....	1.600 ea.
Counseling	5.72
*Music.....	9.165
Technology Education	5.72
Life Skills.....	5.72
*Science.....	9.165
Art.....	7.995
*Foreign Language.....	6.890
*English.....	9.165
*Social Studies.....	9.165
*Mathematics.....	9.165
Business Education.....	5.720
Media Chairman.....	5.720
**Physical Education.....	7.995
Special Education.....	9.165

* The dollars assigned represent total amounts to be distributed among co-chairpersons. However, the experience factor dollars of the total stipend will be paid to each individual based on his/her years of experience in that position.

** The compensation for chairpersons and vice-chairpersons in the Physical Education Department will be 40/20/20/20.

*** This language will be in effect until negotiations are complete following recommendations of the study committee as identified in the Letter of Agreement (L3.)

(a) *For Middle School Athletics and Activities, the amounts indicated shall be paid to the employee at East and the employee at West.*

(b) *For Student Activities at all three levels, X ___ indicates the number of sponsors for the activity.*

NOTE: The Instructional Council Study Committee (ICSC) shall reconvene to review the "Recommendations from the Instructional Council Study Committee" (Recommendations) dated August 9, 1993 with the new Asst. Supt. for Teaching and Learning. As part of this review, the ICSC shall also review the provisions and organization of the Department Chairpersons, including the calculation of experience factors. The Recommendations, including any additional changes, shall then be submitted to the Board and Association for implementation in accordance with the Letter of Agreement dated November 16, 1992.

APPENDIX E

MISCELLANEOUS SCHEDULES

A. The following terms and conditions will apply for the summer school sessions:

1. Teachers of summer school shall be paid at the hourly rate of the BA base salary times .00082. This would be for six weeks, 72 hours per session (60 hours of class per session plus 2 hours per week of preparation time).
2. Certified and qualified staff will be hired with first preference being given to current members of the Holland teaching staff.
3. Each teacher will be credited with two sick leave days per six-week term. A day is defined in this instance as the length of the school day taught. Unused days will not accumulate.
4. Summer school positions are for one year only and are non-tenure appointments.
5. All terms of the Master Agreement shall apply to all conditions not specifically covered herein.

B. Teachers of Driver Education shall be paid at the hourly rate of the BA base salary times .00082.

C. TRAVEL ALLOWANCE

1. Allowance for out-of-town travel shall be paid at the maximum IRS rate per mile. Mileage to other cities shall be figured from post office to post office.
2. Itinerant teachers within the District shall receive a mileage allowance according to paragraph C-1.

D. SUMMER CURRICULUM DEVELOPMENT/WORKSHOPS

Teachers who are requested to and who voluntarily work on District curriculum development during the summer, and whose purpose includes, but is not limited to, development of content, objectives, scope or sequence, will be paid at the hourly rate of the BA base salary times .00082.

Summer workshops offering Professional Development Opportunities will be made available to teachers. Reimbursement will be \$30.00 per day or \$10.00 per hour, whichever is less. Such workshops shall be open to bargaining unit members on a voluntary basis, subject to enrollment restrictions established by the administration. Upon unanimous agreement of the co-chairpersons of the Instructional Council, the Association

President, and the Superintendent, workshops may be offered on a non-compensatory basis.

E. ADDITIONAL ASSIGNMENTS

1. Teachers who are asked to teach all or part of a class when the regular teacher is absent and a substitute teacher is not immediately available will be paid at the hourly rate of .1% of the B.A. base salary.
2. Compensation for additional assignments at the secondary level shall be paid at the rate of one-sixth (1/6) of the teacher's salary for each additional assignment.
3. A secondary teacher (7-12) who teaches less than five (5) assignments shall be paid one-fifth (1/5) of the teacher's salary for each class/assignment. It is understood that the 1/5 compensation shall include an obligation of the teacher to remain on school premises for ten (10) minutes of preparation time for each class/assignment. The amount of time required at the beginning and ending of the school day shall be prorated and the person teaching fewer than five (5) classes/assignments shall be responsible to be present the prorated amount of time. This time shall be contiguous to their daily assignment.
4. Teachers who supervise before or after school detention shall be paid at the hourly rate of the BA base salary times .00082. The In-School Suspension (ISS) class shall be treated the same as any other secondary class when the assignment occurs during regular school hours.

F. Teachers who have reached maximum sick leave accumulation (100 days) at the conclusion of an academic year may redeem up to ten (10) unused sick leave days, at the rate of \$35.00 per day, for purposes of tuition reimbursement for college work related to their present or future anticipated teaching assignment. It is understood that the teacher who has reached maximum accumulation (100 days) may also redeem any unused sick days from the ten (10) days credited to him/her at the beginning of the school year, so long as the maximum claimed for reimbursement does not exceed ten (10) days. Reimbursement shall not exceed the amount paid by the teacher for such course work during the preceding summer and academic year and must be verified by receipt.

G The per diem salary shall be 1/185 of the teacher's salary schedule amount.

H. If a teacher is absent without pay for more than five (5) days during the term of an extra duty assignment, he/she shall receive a reduction in the extra pay amount proportional to the amount of unpaid time missed.

I. Any teacher who supervises High School or Middle School lunch shall be paid at the hourly rate of the BA base salary times .00076. It is further recognized that lunch supervision by teachers is voluntary and shall be assigned as follows:

1. All lunch supervisor positions shall be posted annually, in separate postings, in accordance with Article VIII.
2. Teachers who apply shall be given the lunch supervisors positions.
3. In the event that there are not enough teacher applicants, the administration shall notify the HEA president and shall provide the HEA with ten (10) work days to attempt to solicit teacher volunteers. During this 10 day period, the District may fill these positions on a temporary basis.
4. If there are not enough teacher applicants at the end of the ten (10) day period, the District may hire non-bargaining unit members for lunch supervisor, at a pay rate determined by the District.

J. The parties recognize that it may be necessary to reassign teachers to different classrooms and/or offices as a result of facility construction and renovation. In the event that a teacher is moved from an assigned classroom or office location from the date of the execution of this letter through the expiration date of the contract, he/she shall be compensated at the hourly rate of the BA base salary times .00052 for time beyond regular work hours for the purpose of packing, unpacking and setting up their new classroom or office. In order to be eligible for this compensation, teachers shall review the anticipated time needs with their immediate supervisor and must obtain prior written approval. Any such packing, unpacking and/or setting up that occurs beyond regular work hours shall be voluntary. This provision shall be applied immediately.

K. NURSE'S PAY

A nurse with a bachelor's or higher degree shall be paid on the column of the salary schedule corresponding to the degree earned, and shall be given full experience credit for all time worked in the District. A nurse with less than a bachelor's degree shall be paid at 80% of the appropriate step of the bachelor's column.

L. PSYCHOLOGISTS/EXTENDED YEAR PAY

The work year for school psychologists hired prior to August 29, 1994, shall be 200 workdays and the psychologist shall be paid at the per diem rate (i.e., 1/185th of his/her regular salary schedule amount) for each of the additional fifteen (15) days. Other bargaining unit members may, at the discretion of the District, be given the option to work beyond the normal 185 day contract and shall, likewise, be paid their per diem rate for the days beyond 185. An extended work year shall be designated on each teacher's individual contract.

APPENDIX F

EARLY RETIREMENT INCENTIVE/SEVERANCE PAY

- A. Teachers may apply for early retirement subject to the following provisions:
1. Application for early retirement must be filed with the Superintendent's office at least sixty (60) days before the end of the semester, for retirement effective at the end of the semester.
 2. A teacher who will be fifty-five (55) years of age or older (or who is otherwise eligible to retire under the Michigan Public School Employees Retirement System) and who has fifteen (15) or more years of service in the Holland Public Schools is eligible for this provision. Such retirement would become effective at the conclusion of the semester in which the teacher qualifies and applies under this provision.
 3. The Board shall pay the teacher the sum of \$5,300 within thirty (30) days following the last working day, or on January 5 of the next calendar year, at the teacher's option, and \$1,600 on the annual anniversary of that day each year thereafter up to but not including the year the teacher attains age 62. In no event will a teacher receive more than seven (7) such annual payments.
 4. In the event the teacher dies before receiving all payments set forth above, the remaining amount due shall be paid to his/her beneficiary.
 5. The Board shall continue to provide the same health insurance program to those resigning as is provided to the regular full time employees of the bargaining unit. In the event such insurance program is improved or decreased for regular full time employees in the bargaining unit, the new programs shall be extended to these teachers as well. The insurance benefits shall continue until five (5) years after the teacher's last day of work in the District, the teacher's sixty-second (62nd) birthday, or the teacher's death, whichever shall occur first.
 6. Should a teacher wish to waive his/her right to the insurance benefits set forth in item 5 above, said teacher will receive an additional \$1,200.00 in cash on his/her annual payday along with the payments set forth in item 3 above. Additionally, the Board may offer to a teacher a cash payment over and above this \$1,200.00 annual payment, as an additional incentive for the teacher to waive his/her right to the insurance benefits set forth in item 5 above. Such additional cash payment may be offered on a group or individualized basis in the discretion of the Board.
 7. In the event that these retirement benefits are found to be contrary to law during the life of this Agreement, this retirement agreement shall be canceled. Existing

persons covered by this provision shall continue to be covered by these provisions to the extent permitted by law.

B. UNIVERSAL SERVICE CREDIT

Any teacher who is eligible to retire under the Michigan Public School Employees Retirement Plan and who resigns his/her position with the Holland School District shall receive the following benefit in lieu of any benefits in Appendix F Section A of the Master Agreement. The District will purchase up to five (5) years of service credit according to the following schedule:

- 25 years of service credit - 5 years
- 26 years of service credit - 4 years
- 27 years of service credit - 3 years
- 28 years of service credit - 2 years
- 29 years of service credit - 1 year

The District will also purchase portions of years where needed to reach 30 years of service credit. For example, if a teacher had 27.2 years of service credit, the District would purchase 2.8 years.

Any tax liability will be borne by the teacher. Persons electing to retire under this plan shall notify the District by March 1 if they wish to retire in June, or October 15 for retirement at the end of the first semester. Any payments made under this section will be made in accordance with MPSERS guidelines.

CLASSROOM TEACHER
INTERVIEW EVALUATION
PROGRAM



THE UNIVERSITY OF TEXAS AT AUSTIN, TEXAS

APPENDIX H

CLASSROOM TEACHER IMPROVEMENT/EVALUATION PROGRAM

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Preface

Appendix G is to be used as a guide for implementing the Classroom Teacher Improvement/Evaluation Program. Any changes shall be approved by the Board of Education and the Holland Education Association.

Philosophy and Basic Guidelines

The evaluation process of the Holland Public Schools is the result of a combined interest of the Board of Education and The Holland Education Association to upgrade and improve the process of evaluating teachers in the school district. This procedure is to be used for all classroom teachers including elementary teaching specialists and secondary Chapter I reading teachers.

The primary goal of the school district is to provide each student with quality instruction. The major emphasis of the evaluation process is to assist each teacher in maintaining a high level of professional competency that is recognized within the standards as set forth in this document.

The following guidelines form the basic framework for the evaluation process:

The process should serve to assist employees in developing the maximum potential for carrying out job responsibilities.

The process should provide methods for reviewing and determining long range instructional needs and concerns as well as communicating professional standards.

Personnel at all levels must be committed to improving their professional performance in carrying out assigned duties and responsibilities.

Behavior patterns should be identified, reinforced, or modified, resulting in instructional and professional improvement.

The process must be implemented consistently throughout the District and shall be used according to established procedures and the current Master Agreement.

Evaluation must be a continuous process that focuses on classroom instruction.

The processes and procedures which are utilized should be based upon a cooperative spirit and effective communication.

Evaluation should recognize excellence and prescribe appropriate professional development.

Mutual feedback shall be designed to encourage professional growth.

The process should provide the teacher an opportunity to assess the observed performance in relationship to daily responsibilities.

The process should identify the need for further assistance and/or provide for a written Plan of Assistance as appropriate.

The process should provide a continuous written record of professional performance.

The process should stimulate self-improvement.

The evaluation of performance, including monitoring and observations, shall be conducted openly and with the knowledge of the teacher.

Evaluation Criteria

The evaluation process shall focus on instruction and the performance and professional conduct of teachers assigned responsibilities in the school district.

Listed below are areas of performance designed to encourage consistency in the evaluation process and to provide participants with a clear understanding of the performance standards under consideration in the evaluation process.

Areas of Performance

A. Knowledge of Subject Matter

1. Demonstrates in practice appropriate knowledge of the subject matter in assigned teaching responsibilities.

B. Teaching Methodology

1. Develops and maintains a stimulating and productive learning environment that enhances trust and respect with students.
2. Recognizes individual differences among students in terms of social and academic development.
3. Provides instruction that is appropriate according to the current designated curriculum of the school district.
4. Establishes goals and objectives in lesson presentations.
5. Implements methods for assessing, evaluating, and adjusting teaching methods according to the capabilities and readiness of students.
6. Presents learning materials that are relevant to the objectives and goals of the curriculum.
7. Evaluates instructional effectiveness in terms of student learning.
8. Maintains accurate records according to the procedures of the school and policies of the school district.
9. Develops and maintains a physical classroom environment that is conducive to learning.
10. Develops, implements, and maintains methods of instruction that serve to optimize the quality of learning in the classroom:
 - a. Communicates daily lesson objectives and goals clearly to students.
 - b. Utilizes effective time management in organizing the classroom for learning.
 - c. Implements effective pacing in presenting daily learning activities to students.
 - d. Utilizes effective methods in obtaining learning feedback from students on a daily basis.
 - e. Set appropriate achievement expectations for all students in the classroom.
 - f. Focuses on developing and implementing teaching methods that enhance critical and reflective thinking in students.
 - g. Considers individual differences in students when making instructional decisions and when implementing the daily lesson.
11. Provides a positive, flexible, and controlled learning environment.
12. Generates learning motivation and enthusiasm in students.

C. Manner and Efficacy of Student Discipline

1. Uses consistent and fair treatment with students.
2. Utilizes a reasonable variety of techniques and methods for remedying unacceptable student behavior.

D. Rapport With Parents, Students and Other Staff Members

1. Interacts with students in a positive manner demonstrating respect for individual feelings.
2. Works in cooperative and professional manner with colleagues.
3. Communicates effectively with parents.
4. Maintains, promotes and implements building goals, objectives and procedures.

E. Physical and Mental Ability to Meeting Teaching Responsibilities.

1. Demonstrates the physical and psychological capacity for the demands of the teaching assignment.

The Evaluation Process

1. FORMAL EVALUATION CYCLE

A. The Formative Process

1. Evaluation of instruction

-classroom observation cycles-

- minimum of 2 for tenured teachers; one completed before Christmas break, one after.
- minimum of 4 for probationary teachers; one completed before Nov. 15 and one before Christmas break, two after
- each cycle should be completed within 2 school days

a. Pre-observation Conferences

- should be held in instructional setting
- a collegial activity in which the teacher and observer jointly preview class to be observed
- the administrator will seek information as outlined on the Pre-observation Form
- the teacher will be given a copy of the Pre-observation Form at the end of the conference
- this conference should last approximately 10-20 minutes

b. Observations in the Classroom

- it is understood that the observation focus may be changed in mid-lesson, if necessary
- it is also understood that the lesson plan can be altered, if warranted
- the observation is to last at least 30 minutes, but is not limited to 30 minutes

c. Post observation Conferences

- when possible this conference should take place in the instructional setting
- the "Steps for Discussion" (page 10) should be used to guide the discussion regarding the classroom observation
 - the analysis should be a collegial activity
 - the teacher should clarify any areas in the observation notes that are inaccurate

- additional information dealing with the teacher's total performance as it relates to the Evaluation Criteria list should be discussed at this time. If not discussed at this time, items may not be included on the summative form
- this conference should last about 30-40 minutes

2. Evaluation of professional performance and responsibilities in areas other than instruction

- a. All teachers are expected to follow the performance standards as outlined in the Evaluation Criteria.
- b. The evaluator is expected to analyze the teacher's total performance by reviewing the Evaluation Criteria in preparation for the post-observation conference.
 - consideration will be given to the teacher's daily performance as well as that during the evaluation observation.

B. The Summative Process

1. Content of the summation should include

- a summary of information regarding instruction from the formative post-observation forms
- a summary of information from the additional section of the formative post-observation forms
- a listing of professional activities and/or professional contributions to the school over the past year
- a reference to any written disciplinary action taken during the year. Reference should be made by subject matter and date
- recommendations for action during the 2nd and 3rd years of the cycle
- determination of the outcome of the evaluation-performance, satisfactory or unsatisfactory
- Probationary/Tenure recommendation

2. Recommendations for improvement

- a. Administrator/supervisor recommendations are designed to help teachers identify areas that need attention, or to encourage exploration and educational growth. They should be regarded as a very positive part of the Evaluation and serve as the focal point for the Follow-up Process.
- b. If there are areas that must be changed in order to be an effective teacher, a Required Improvement Plan (Plan of Assistance) will be developed and will:
 - be specific as to what behavior is to be improved
 - give reasons why the improvement is required
 - list steps to be taken to correct behavior
 - describe the assistance available from the administrator and/or other resources
 - give the date by which improvement must be shown
 - establish criteria for determining adequate progress
 - include a final written evaluation in narrative form of each area needing improvement as indicated on the Plan of Assistance
 - progress will be noted after each formal observation
 - written evaluation will be completed within 5 school days of completion date on the Plans of Assistance Form (Appendix A)
 - any teacher given a 3rd year of probation must be placed on a Plan of Assistance
 - the teacher has the right to attach a personal comment to this form

3. The summative conference must be held within 14 days of the last formative conference.

4. The summative conference must be held before March 10 for Tenure teachers, before March 1 for Probationary teachers.
5. The teacher and the administrator need to sign the Summative Evaluation Form to indicate that the summative conference was held.
6. A teacher's letter of personal comment (optional) should be attached to each copy of the evaluation form.
7. One copy of the Summative Evaluation Form will be given to the teacher, one will be retained by the evaluator, the third will be placed in the District personnel file.

II. THE FOLLOW-UP PROCESS

1. During the first and second year following the formal evaluation cycle of a tenured teacher (note page 15), the administrator and the teacher will meet in a formal session:
 - meeting should last about 30-40 minutes
 - discuss progress made toward implementing any recommendations made during the formal cycle
 - recommendations may be revised by mutual agreement if needed at this time
 - discuss such things as changes in assignment, changes in methodology, disciplinary actions, professional activities during the year that have occurred since the formal evaluation
 - opportunity to seek assistance from administrator in an area of concern
 - opportunity to share information about how the year has gone
2. The follow-up meeting is to be considered an extension of each teacher's formal evaluation and should be completed by June 1 each year.
3. The completed Follow-up Evaluation Forms should be attached to the proper Summative Evaluation Forms in the building and Central Office personnel files.

III. INFORMAL OBSERVATION PROCESS

- A. It is desirable for the administrator to make unannounced visits to the classroom to observe. These visits are to be called "Informal observations".
 - shall be a minimum of 30 minutes
 - shall be followed by a copy of anything written during the observation given to the teacher within 2 school days.
- B. Informal observations may take place anytime during the year.
- C. Informal observations may also be initiated by teacher invitation to visit the classroom.
- D. Data compiled from Informal observations may be used to support progress made toward implementing recommendations or to establish performance levels in regards to the Evaluation Criteria.
- E. Visits less than 30 minutes are encouraged but will not be part of the formal evaluation process.

IV. MISCELLANEOUS

- A. Matters of a disciplinary nature are to be handled in accordance with Article XIII of the Master Agreement.
- B. At the beginning of the formal evaluation cycle
 - administrators will meet briefly in a group meeting with all teachers to be formally evaluated when the Evaluation Criteria and procedures will be reviewed

**HOLLAND PUBLIC SCHOOLS
PRE-OBSERVATION CONFERENCE FORM**

Teacher _____ Date _____

School _____

Class/Subject _____ Observer _____

1. LEARNING CONTEXT (relationship to unit, area of study, program goals)

2. LEARNER CHARACTERISTICS (description of class members)

3. LEARNING OBJECTIVES

CONTENT (what is to be learned)

PROCESS (what students will be doing)

4. ASSESSMENT

PRE-ASSESSMENT (processes used to determine level of student readiness)

POST-ASSESSMENT (processes used to evaluate student learning)

5. INSTRUCTIONAL STRATEGIES AND MATERIALS (resources, methods, techniques of teaching)

6. OBSERVER FOCUS (major focus of data collection)

White Teacher Yellow Supervisor

**STEPS FOR DISCUSSION
AT THE POST-OBSERVATION CONFERENCE**

The post-observation conference should be conducted so that the teacher and observer work together to make each step a productive activity.

I. LESSON RECONSTRUCTION

- A. The observation data are carefully reviewed.
- B. Additional data is provided by the teacher to help fill in any gaps.
- C. Value judgments are avoided.
- D. Agreement is reached about the accuracy of the data.

II. PATTERN IDENTIFICATION

- A. Recurrent teacher and/or student behaviors are identified as patterns.
- B. No value judgments about the appropriateness of the patterns are made.

III. PATTERN ASSESSMENT

- A. The pre-observation conference data are reviewed.
- B. The relationship of the patterns to the objectives is determined.
- C. Patterns are assessed to determine if they were supportive of, did not seem to affect, or interfered with achievement of the objectives.

IV. POSSIBILITIES FOR FUTURE INSTRUCTION

- A. Agreement is reached about which patterns should be continued.
- B. Alternative strategies are developed for those patterns which need to be changed.
- C. Recommendations for future instruction are established.
- D. Staff development needs are identified.

V. ADDITIONAL ITEMS FOR DISCUSSION BY ADMINISTRATOR/TEACHER

VI. REVIEW AND SUMMARY

**HOLLAND PUBLIC SCHOOLS
POST-OBSERVATION CONFERENCE FORM**

Teacher _____ Date _____

School _____ Time _____

Class/Subject _____

Observer _____ Obs. No. _____

I. Classroom Observation (Deals only with the actual classroom observation)

A. Items/patterns observed in the classroom

B. Recommendations (if appropriate)

White-Teacher Yellow-Evaluator

POST-OBSERVATION CONFERENCE FORM [Con't]

II. Additional (Deals with items that relate to the teacher's total performance:
see Evaluation Criteria list)

A. Comments

B. Recommendations (If appropriate)

Signatures: _____
(Observer) (Date)

*(Teacher) (Date)

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

I disagree with this evaluation.

I plan to file a written rebuttal.

White-Teacher Yellow-Evaluator

**HOLLAND PUBLIC SCHOOLS
SUMMATIVE EVALUATION FORM**

Teacher _____ Date _____

School _____ Prob/Ten Status _____

Dates of Classroom Observations _____

**I. Formal Classroom Observation (Summary of information taken from the Post-observation
Conference Forms)**

A. Items/Patterns Observed in the Classroom

B. Recommendations (if appropriate)

SUMMATIVE EVALUATION FORM [Con't]

II. ADDITIONAL DATA

A. Items that Relate to the Teacher's Total Daily Performance (See Evaluation Criteria)

B. Professional Activities/Contributions

C. Reference to Disciplinary Actions

D. Recommendations (If appropriate)

This Teacher's Performance:

- Satisfactory
 Unsatisfactory
 Placed on Plan of Assistance

Probationary/Tenure Recommendations:

- Tenure
 2nd Year Probation
 3rd Year Probation
 Released
-
-

(Evaluator)

(Date)

*(Teacher)

(Date)

*The teacher's signature does not necessarily indicate agreement - rather, that the summative conference has been held on the date indicated. It is further understood that the teacher has the right to attach a letter of personal comment to this form.

- I disagree with this evaluation.
 I plan to file a written rebuttal.

White-Teacher Yellow-Evaluator Pink-Personnel Office

HOLLAND PUBLIC SCHOOLS
FOLLOW-UP FORM

Teacher _____ Date _____

School _____

Recommendations from Summative Evaluation Form:

Comments:

(Evaluator) (Date) (Teacher) (Date)

*The teacher's signature does not necessarily indicate agreement - rather, that the summative conference has been held on the date indicated. It is further understood that the teacher has the right to attach a letter of personal comment to this form.

I disagree with this evaluation.

I plan to file a written rebuttal.

White-Teacher Yellow-Evaluator Pink-Personnel Office

**HOLLAND PUBLIC SCHOOLS
INFORMAL CLASSROOM OBSERVATION REPORT**

Teacher _____ Date _____

School _____ Time: From _____ to _____

Lesson/Activity Observer _____ Observer _____

1. Areas of Strength:

2. Areas for Discussion:

3. Instructional Strategies Observed:

Independent Study

COMMENTS:

Projects

Lecture

Discussion

Drill

Other _____

PLEASE SEE THE ADMINISTRATOR
IF YOU HAVE ANY COMMENTS IN
REGARD TO THIS OBSERVATION.

White-Teacher Yellow-Evaluator

**REQUIRED IMPROVEMENT PLAN
(A Plan of Assistance)**

Employee _____ Building _____

Administrative Supervisor _____

Position _____ Date Plan Was Prepared _____

1. Describe the activity to be improved. _____

2. Give the reasons why the improvement is required. _____

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

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

5. Give the date by which improvement must be shown. _____

6. Give criteria for determining adequate progress. _____

7. Give final evaluation. _____

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

Signatures: _____

(Evaluator)

(Date)

(Employee)

(Date)

APPENDIX H

**NON-CLASSROOM PROFESSIONALS
IMPROVEMENT/EVALUATION
PROGRAM**



LEARN-JOIN-ENJOY-SERVE-LEARN-JOIN-ENJOY-SERVE-LEARN-JOIN-ENJOY-SERVE-LEARN-JOIN-ENJOY-SERVE-LEARN-JOIN-ENJOY-SERVE-LEARN-JOIN-ENJOY-SERVE

APPENDIX II

HOW CLASSROOM PROFESSIONALS
IMPROVE THEIR EVALUATION
PROGRAM

APPENDIX I

NON CLASSROOM PROFESSIONALS IMPROVEMENT/EVALUATION PROGRAM

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THE ECONOMY

The economy has shown a steady growth over the past few years, with a focus on infrastructure development and social services. The government has implemented various policies to stimulate economic activity and create jobs. The private sector has responded positively, leading to an increase in investment and production. The overall economic environment is stable and conducive to growth.

The government has also been successful in maintaining low inflation and a stable exchange rate, which has helped to attract foreign investment. The education and health sectors have seen significant improvements, contributing to a more skilled and healthy workforce. The agricultural sector has also shown resilience, despite challenges from weather conditions and market fluctuations.

In the future, the government aims to continue its efforts to diversify the economy and reduce dependence on a few key sectors. This will involve further investment in technology, innovation, and human capital. The goal is to achieve sustainable and inclusive growth, ensuring that the benefits of economic development are shared by all citizens.

Preface

Appendix is to be used as a guide for implementing the Non - Classroom Professionals Improvement/Evaluation Program. Any change shall be approved by the Board of Education and the Holland Education Association.

Overview of the Non Classroom Professionals Improvement/Evaluation Program (NCP on all pages refers to Non Classroom Professional)

The program for the improvement and evaluation of NCP Personnel consists of three components: Position descriptions which clarify role, responsibility, and functions served by each individual; professional action plans based on the goals and position descriptions; and review of NCP's Evaluation Criteria (additional data).

Personnel involved in this program are non-classroom professional staff including, but not limited to,

Guidance counselors, librarians, library media personnel, school social workers, coordinator of bilingual education, cooperative education coordinators, physical therapists, occupational therapists, JTPA coordinators, support teachers (including Chapter I elementary reading teachers), speech therapists, nurses and psychologists.

I. Position Descriptions

All NCP's should have position descriptions which clearly describe their authority, key functions, and responsibility. The position descriptions should include the following components: the position title and a brief position definition; policy responsibilities; key functions; authority and responsibility related to the functions. In addition to their key functions, NCP's will be expected to perform various activities such as those noted under Additional Data.

At the beginning of the evaluation process a clarification meeting will be held between the evaluator and the NCP. The two major purposes of this meeting are: (a) to reach an understanding about authority and responsibility for all key functions addressed in the position description, and (b) to reach a general understanding of the evaluation process and time line. In the event that the job description is not current, it will be updated at this time. The entire process should help to develop general agreement about each person's perception of the position and its relationship to the total organization.

II. Professional Action Plans

NCP's prepare action plans which proceed from key functions and give direction to high priority efforts over a given period of time, normally one school year. It provides an opportunity for each person to make a written commitment to achieving selected personal and organizational goals. Action plans which are based on organizational goals help all personnel achieve an operational unity of purpose. Action plans also provide an opportunity for those working as administrators and NCP's in an organization to become collegial partners in the process of achieving goals. This opportunity is afforded when the action plan conferences are used for collegial sharing of information and giving feedback about expectations.

Guidelines for Professional Action Plan Development

Work Goal (General statement of purpose reflecting long range expectations.)

- Up to 3 professional action goals should derive from key functions and from overall organizational goals.
- One goal should be a personal development or renewal goal.
- Goals should be purposeful, give direction, be of high quality and be feasible.

Objectives (Specific statements of intent which are subject to assessment within a time frame.)

- Several objectives should be included for each goal.
- Should be more specific than goal statements.

Activities (Those activities necessary to reach an objective.)

- Must relate to the objectives written.
- Should be specific in nature.
- Should include time frames.

Resources (Resources needed to carry out the activities.)

- Identify materials, finances or human support needed to reach objectives.
- Give careful consideration to the possibility of goal achievement with the resources available
- Outline procedures for enlisting resources.

Evaluation Criteria (Those criteria which can be used to determine how well the objectives have been met.)

- List one criteria specific to each objective.
- Establish acceptable indicators of success.
- Set target dates for completion of objectives.

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

- An interim conference is to be held at least 2 times; one each semester.
- The purpose of the interim conference is to do the following:
 1. Share information about progress towards each goal.
 2. Consider any needed adjustments or changes in the goals or objectives.
 3. Keep collegially informed about progress and potential changes.

III. Additional Data (Criteria List)

A number of processes have been identified which have influence on the quality of work as well as the extent to which key functions are performed. Some processes will have more importance than others depending on the situation. Also, all possible process variables have not been identified. However, feedback about how people perform their work is an important element of effectiveness. The added data identified with NCP performance is listed as follows:

1. Knowledge

- Demonstrates in practice appropriate knowledge of specialty areas.
- Demonstrates skill in identifying and carrying out the key aspects of the work assignment.

2. School and community interrelationships

- Communication skills with parents, students, and co-workers
- Projection of a positive role model to students and a positive image to the community
- Interpersonal skills - tact, courtesy, and respect
- Empathy - concern for others

3. Self/professional development

- Utilization of self-improvement opportunities
- Utilization of feedback in self-improvement

4. Planning and organization

- Organization and planning of goals and objectives
- Record keeping
- Reporting techniques
- Time management

- Evidence of appropriate follow-through
 - Efficiency in carrying out requirements of the position
5. **Decision making**
 - Effective and timely
 - Use of good judgment
 - Conflict management and resolution
 6. **District obligations**
 - Care of equipment and facilities
 - Supervision of students
 7. **Physical and mental ability to meeting NCP responsibilities**
 - Demonstrates in physical and psychological capacity for the demands for the NCP assignment

Processes and Procedures the NCP Personnel Improvement/Evaluation Program

1. **Planning Conference**

The planning conference should be held by the end of October. Also action plans should be drafted by this date. During the planning conference the evaluator and the person being evaluated will: (1) review responsibility and key functions as identified in the position descriptions (2) cooperatively refine an action plan. The action plan form will serve as the guide for this conference with one sheet being used for each identified goal. Quality goals and objectives will be developed which should be an outgrowth of the key functions in the position descriptions. Goals should be high quality, feasible and limited to a relative few - normally three to four. Each goal should be the basis for generating a plan of action which would be reflected by the activities listed on the action plan form. Necessary resources will be identified and procedures for enlisting those resources outlined. Indicators to be used in determining how well the objectives have been met will be listed. The evaluation criteria section will include target dates for the completion of objectives.

2. **The Interim Conferences**

At least two interim conferences, one each semester shall be held which focus on progress achieved in the action plan and key functions. During these conferences revisions may be made and action plans updated. Both parties will have an opportunity to share information and give input on the status of action plans and key functions using supporting data. Interim evaluation forms will be completed with both parties retaining a copy of the form.

Input from other supervisors with whom a NCP works will be sought in the following way:

1. The primary evaluator contacts other supervisors to solicit evaluative written input.
2. Input to be based on NCP Evaluation Criteria List.
3. The supervisor and the NCP shall communicate as to the value of input from various supervisors at the planning conference.
4. Input received from other supervisors shall be shared at the interim conference.

3. The Summative Process

A. The Summative Conference

The summative conference must be held by March 1 for 1st and 2nd year employees and March 10 for other NCP's. This conference will include a review of appropriate data on accomplishment of action plans and key functions. It will also involve an assessment of the degree of achievement of goals and objectives for the year. The results of the summative conference should form the basis for setting next year's work goals for 1st year employee or for follow-up conference for other NCP's.

The procedures for conducting the summative conference are as follows:

1. The evaluator compiles notes from the interim conference forms on the summative conference form.
2. The notes are shared with the person being evaluated during the conference. Provision is made for input of the NCP.
3. After the conference is completed the evaluator uses the notes to complete a typed copy of the summative conference form. Within five (5) working days of the summative conference the person being evaluated and the person doing the evaluation sign and date the completed form together. The person being evaluated will receive a copy of the form and the evaluator will retain a copy. Two additional copies will be forwarded to the principal who will, in turn, forward a copy to the district personnel office.
4. An NCP's letter of personal comment (optional) should be attached to each copy of the evaluation form.

B. Recommendations for Improvement

1. Administrator/supervisor recommendations are designed to help NCP identify areas that need attention, or to encourage exploration and educational growth. They should be regarded as a very positive part of the Evaluation and serve as the focal point of the Follow-up Process.
2. If there are areas that must be changed in order to be an effective NCP, a Required Improvement Plan (Plan of Assistance) will be developed and will:
 - be specific as to what behavior is to be improved
 - give reasons why the improvement is required
 - list steps to be taken to correct behavior
 - describe the assistance available from the administrator and/or other resources
 - give the date by which improvement must be shown
 - establish criteria for determining adequate progress
 - include a final written evaluation of each area needing improvement as indicated on the Plan of Assistance.
 - progress will be noted in the Follow-up year discussions
 - written evaluation will be completed within 5 school days of completion date of the Plan of Assistance Form (Appendix A)
 - any teacher given a 3rd year of probation must be placed on a Plan of Assistance
 - the NCP has the right to attach a personal comment to this form
 - if the NCP disagrees with this evaluation, it must be noted on this form. Also, if the NCP plans to file a written rebuttal it must be noted on this form.

4. The Follow-up Process

- A. During the first and second year following the formal evaluation cycle, the administrator and the NCP will meet in a formal session:
 - meeting should last about 30-40 minutes
 - discuss progress made toward implementing any recommendations made during the formal cycle
 - recommendations may be revised by mutual agreement if needed at this time
 - discuss such things as changes in assignment, changes in methodology, disciplinary actions, professional activities during the year that have occurred since the formal evaluation
 - opportunity to seek assistance from administrator in an area of concern
 - opportunity to share information about how the year has gone
- B. The follow-up meeting is to be considered an extension of each formal evaluation and should be completed by June 1 each year.
- C. One copy of the completed follow-up evaluation form will be given to the NCP, one will be retained by the evaluator, and the third will be placed in the district personnel files.

5. Miscellaneous

- A. All first and second year NCP will be evaluated on the Formal Action Plan Process. All other NCP will be evaluated on the Formal Action Plan at least once every three years.
- B. Matters of a disciplinary nature are to be handled in accordance with Article XIII of Master Agreement.
- C. At the beginning of the formal evaluation cycle
 - administrators will meet briefly in a group meeting with all NCP's to be formally evaluated when the Evaluation Criteria and procedures will be reviewed.

ACTION PLAN FORM

NAME _____ POSITION _____

EVALUATOR _____ DATE _____

WORK GOAL

(General statement of purpose reflecting long range expectations)

OBJECTIVES

(Specific statements of intent which are subject to assessment within a given time frame)

ACTIVITIES

(Those activities necessary to reach each objective)

RESOURCES NEEDED

(Resources needed to carry out the activities)

EVALUATION CRITERIA

(Those criteria which can be used to determine how well the objectives have been met)

MONITORING PROCESS

(The reporting and feedback process which will be used to discuss progress being made toward achieving the goals and objectives)

Signatures: _____
(Evaluator) (Date)

(NCP) (Date)

ACTION PLAN (cont.)

Interim Conference / (1st semester)

Interim Conference 2 / (2nd semester)

Comments

Signatures: _____
(Observer) (Date)

(NCP) (Date)

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

I disagree with the evaluation.

I plan to file a written rebuttal.

SUMMATIVE EVALUATION FORM

NAME _____ POSITION _____

EVALUATOR _____ DATE _____

Action Plan

Goals	Success Indicators	Improvement Needed
1.		
2.		
3.		

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

White-Specialist Yellow-Evaluator Pink-Principal Gold-Personnel Office

SUMMATIVE EVALUATION FORM [cont.]

II. Additional Data (Deals with items that relate to the NCP's total performance; see criteria list)

A. Comments

B. Recommendations (If appropriate)

This NCP's Performance:

- Satisfactory
 Unsatisfactory
 Placed on Plan of Assistance

Probationary/Tenure Recommendations
If applicable:

- Tenure
 2nd Year Probation
 3rd Year Probation
 Released

Signatures _____
(Evaluator) (Date)

*(NCP) (Date)

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

I disagree with this evaluation.

I plan to file a written rebuttal.

White-Specialist Yellow-Evaluator Pink-Principal Gold-Personnel Office

**REQUIRED IMPROVEMENT PLAN
(A Plan of Assistance)**

Employee _____ Building _____

Administrative Supervisor _____

Position _____ Date Plan Was Prepared _____

1. Describe the activity to be improved. _____

2. Give the reasons why the improvement is required. _____

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

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

5. Give the date by which improvement must be shown. _____

6. Give criteria for determining adequate progress. _____

7. Give final evaluation. _____

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

Signatures: _____

(Evaluator)

(Date)

(Employee)

(Date)

LETTER OF AGREEMENT
RE: 1993-95 TENURE TEACHER EVALUATION

Whereas the parties recognize and acknowledge that a variety of circumstances have resulted in significant numerical imbalances in the contractually prescribed three-year teacher evaluation cycle, and

Whereas, the parties recognize and agree that it is necessary to deviate from the contractually prescribed teacher evaluation cycle in order to eliminate these imbalances and to enable the parties to jointly re-evaluate the process for the purpose of avoiding any such difficulties in the future,

The parties hereby agree as follows:

- 1) Building principals shall have the authority to waive the contractually prescribed evaluation process for tenure teachers who were scheduled for full review during 1993-94 or who are scheduled for full review during 1994-95, provided the principal has determined the performance of the teacher to be satisfactory.
- 2) Any teacher for whom the contractually prescribed evaluation process has been waived shall receive a notice of satisfactory performance (see attached) which shall constitute the teacher's performance evaluation for the current evaluation cycle, a copy of which shall be placed in the teacher's official employment file.
- 3) A scheduled evaluation shall not be waived for a probationary teacher, a teacher who is on a Plan of Assistance or Individualized Development Plan, or a teacher whose performance is deemed to be less than satisfactory.
- 4) The fact that a tenure teacher is evaluated according to the regular cycle does not infer that the teacher is less than satisfactory.
- 5) During the 1994-95 year, the parties agree to work jointly to study the contractually prescribed process for teacher evaluation and to attempt to arrive at an agreement upon any necessary changes in the contractual provisions.
- 6) This Letter of Agreement shall not constitute a past practice or precedent for any purpose or dealings between the parties and shall not constitute a waiver of any future rights.
- 7) This Letter of Agreement shall take immediate effect upon execution by the District and the Association. It shall automatically terminate at the conclusion of the 1994-95 school year, unless both the District and the Association agree, in writing, to continue it.

FOR THE ASSOCIATION

/s/Richard Slachta
Date: 9-20-94

FOR THE DISTRICT

/s/Robert D. Fein
Date: 9-20-94

TEACHER _____

BUILDING _____

DATE _____

This letter is to document that _____

a tenure teacher in Holland Public Schools, has had satisfactory teaching performance

during the current evaluation cycle. Because this teacher's teaching performance has

been satisfactory, the 199_-9__ formal evaluation shall be waived. This statement shall

be included in the teacher's personnel file.

SIGNED _____

DATE _____

LETTER OF AGREEMENT
MENTOR TEACHER PROGRAM

Whereas, the parties recognize and acknowledge the responsibility of the school district to develop and implement a mentor teacher program,

The parties hereby agree as follows:

- 1) During the first semester of the 1994-95 school year, a mentor teacher program study committee shall be established. This committee shall be composed of three (3) teachers named by the Association and three (3) administrators named by the District.
- 2) This mentor teacher program study committee shall:
 - a) review the provisions of law pertaining to mentor teachers,
 - b) review the MDE "Guidelines and Recommendations" for the implementation of the legal requirement for mentor teachers,
 - c) review available research pertinent to developing an effective induction/mentoring program,
 - d) identify where successful mentoring programs may exist and what structure or processes make them successful, and
 - e) using the information gathered from the above steps, develop the framework for an effective induction/mentoring program for the Holland Public Schools.
- 3) The committee shall issue a written report and recommendations no later than March 15, 1995. In the event that the committee is not able to reach consensus on a report, members of the committee may submit minority reports.
- 4) Following submission of the committee's written report(s), representatives of the District and the Association shall meet to negotiate with respect to the wages, hours, and working conditions of bargaining unit members involved in the mentor programs. Any agreements reached between the representatives and ratified by the Association and the Board shall become part of the collective bargaining agreement.
- 5) The parties acknowledge and agree that by entering into this Letter of Agreement neither party waives bargaining with respect to the wages, hours and working conditions of bargaining unit members involved in the mentor teacher program and neither party shall be able to assert any waiver of bargaining rights with respect thereto.

- 6) In the event that the negotiations result in salary and/or stipends for bargaining unit members, said payments shall apply to the 1994-95 school year and, if necessary, shall be applied retroactively to the point that such responsibilities were assigned.

/s/Richard Slachta

20 Sept. 1994

For the Association

Date

/s/Robert D. Fein

9-20-94

For the Board of Education

Date

LETTER OF AGREEMENT

RE: SPECIAL EDUCATION TASK FORCE

1. The District and Association shall establish a task force to study the organization and delivery of special education services, including co-teaching, inclusion, and the impact on both special and general education teachers and classrooms.
2. The task force shall be composed of three general education and three special education teachers to be named by the Association, and no more than six (6)-District representatives to be named by the District.
3. The task force shall begin its work as soon as possible and shall submit its report and recommendations to the Board and Association no later than June 1, 1995. In the event that the task force is unable to reach consensus on a report, individual members of the task force may submit dissenting or minority reports.
4. To become effective, any recommendations made by the task force must be mutually agreed to by the Board and Association. The Board and Association shall meet to negotiate the recommendations of the task force beginning in June, 1995.
5. If the Board and Association are unable to reach agreement on the recommendation of the task force, then the provisions of the Master Agreement shall continue unchanged.

For the Board of Education

Date

For the Holland Education
Association

Date

LETTER OF AGREEMENT

RE: INSTRUCTIONAL COUNCIL STUDY COMMITTEE

1. The Instructional Council Study Committee (ICSC) agreed to on November 16, 1992 shall be reconvened on or before February 15, 1995.
2. The ICSC shall review the "Recommendations from the Instructional Council Study Committee" dated August 9, 1993 (hereinafter "Recommendations") with the new Assistant Superintendent for Teaching and Learning, and shall update or revise these "Recommendations" as needed.
3. The ICSC shall also review the organization of the Department Chairpersons, Middle School Team leaders, and Elementary Grade Level Representatives, and shall examine the Instructional Council's structure, methods of selection, equality of representation, pay, and calculation of experience factor.
4. The ICSC shall submit any revisions to its "Recommendations" to the Board and Association no later than April 15, 1995. In the event that the ICSC is unable to reach consensus, individual members of the ICSC may submit dissents or "minority reports."
5. To become effective, any changes recommended by the ICSC must be mutually agreed to by the Board and Association. The Board and Association shall meet to negotiate the recommendations of the ICSC in April and May, 1995.
6. Any changes mutually agreed to shall be implemented beginning with the 1995-96 school year. Until then, the provisions of the 1992-94 Master Agreement shall be continued with the addition of any changes tentatively agreed to in negotiations.
7. If the Board and Association are unable to reach agreement on the recommendations of the ICSC, then the provisions of the 1992-94 Master Agreement pertaining to the organization, structure and compensation of the departments and grade levels, and the instructional council shall continue unless changed in accordance with the Public Employment Relations Act (PERA).

For the Board of Education

Date

For the Holland Education
Association

Date

LETTER OF AGREEMENT

RE: TEACHER EVALUATION STUDY COMMITTEE

- 1) During the 1994-95 school year, the provisions of the 1992-94 Master Agreement pertaining to Teacher Evaluation shall continue with the addition of any changes agreed to in negotiations, including the Letter of Agreement dated September 20, 1994.
- 2) The District and the Association shall establish an Evaluation Study Committee to study the processes, procedures, timelines, and forms associated with teacher evaluation.
- 3) This Study Committee shall be composed of three (3) teachers named by the Association and three (3) District representatives.
- 4) This Study Committee shall begin as soon as possible and shall submit its report and recommendations to the Board and Association no later than April 1, 1995. In the event that the Study Committee is unable to reach consensus on a report, individual members of the committee may submit dissents or minority reports.
- 5) To become effective, any changes recommended by the Study Committee must be mutually agreed to by the Board and the Association. The Board and the Association shall meet to negotiate the recommendations of the Study Committee in April and May, 1995.
- 6) Any changes mutually agreed to shall be incorporated into the Master Agreement to become effective with the 1995-96 school year. If the Board and the Association are unable to reach agreement on the recommendations of the Study Committee, the provisions of the 1992-94 Master Agreement pertaining to the evaluation process (Article XV, Appendix G and Appendix H) shall continue, excluding the September 20, 1994, Letter of Agreement which expires with the 1994-95 school year.

For the Board of Education

Date

For the Association

Date

LETTER OF AGREEMENT

RE: SHARED DECISION MAKING

1. The District and Association shall establish a task force to study the organization, structure, authority, processes, etc. of S.I.P. committees, including site based/building level decision making, and including the method of selecting the teacher-representatives on these committees.
2. The task force shall be composed of six teachers to be named by the Association and no more than six District representatives to be named by the District.
3. The task force shall begin its work as soon as possible and shall submit its report and recommendations to the Board and Association no later than April 1, 1995. In the event that the task force is unable to reach consensus on a report, individual members of the task force may submit dissents or minority reports.
4. To become effective, any recommendations by the task force must be mutually agreed to by the Board and Association. The Board and Association shall meet to negotiate the recommendations of the task force in April and May, 1995.
5. If the Board and Association are unable to reach agreement on the recommendation of the task force, then the provisions of the 1992-94 Master Agreement, including the tentative agreement reached August 19, 1994, shall continue.

For the Board of Education

Date

For the Holland Education
Association

Date

**LETTER OF AGREEMENT
CDA - HEAD START PROGRAM**

The Holland Board of Education and Holland Education Association (HEA) agree that the primary care provider in the Head Start program can be personnel holding Child Development Associate (CDA) certification.

It is understood that there will not be reduction of certified staff at the Early Childhood Center below two (2) due to the use of CDAs in the classroom as the primary care providers.

It is understood that this staffing structure is limited to the Head Start Program.

It is understood that the CDAs will be members of the HEA bargaining unit with all rights, protections and responsibilities in the Master Agreement.

It is understood that the wage rates for CDAs for the 1994-97 school years will be as follows:

Wage Rates			
<u>Step</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	8.46	8.70	8.94
2	8.88	9.13	9.39
3	9.32	9.58	9.85
4	9.80	10.07	10.35
5	10.28	10.57	10.87
6	10.80	11.10	11.41
7	11.08	11.39	11.71
8	11.69	12.02	12.36
9	12.02	12.36	12.71

The care provider designated as "lead teacher" in each classroom shall be paid an additional 10% of his/her hourly wage.

This letter of agreement will terminate with the 1994-97 Master Agreement without establishing past practice and without precedence.

This letter of agreement may be terminated by the HEA upon written notification to the Board that it is disclaiming interest in any further representation of CDA's in its bargaining unit.

For the Holland Education Association

For the Holland Public Schools

Dated: _____

Dated: _____

LETTERS OF AGREEMENT
 THE WASHINGTON STATE BOARD OF
 HEALTH AND HUMAN SERVICES

The undersigned, the Washington State Board of Health and Human Services (BHS) and the Washington State Board of Health (BSH), have entered into this agreement to coordinate their efforts in the area of health and human services.

The BSH is a public body created by the Washington State Constitution and the Washington State Board of Health Act. The BSH is responsible for the regulation and supervision of health care services in the state.

The BHS is a public body created by the Washington State Board of Health and Human Services Act. The BHS is responsible for the regulation and supervision of health and human services in the state.

The BSH and BHS have agreed to coordinate their efforts in the area of health and human services. This agreement is intended to facilitate the coordination of their efforts and to avoid duplication of effort.

W.S. 1984

Year	BSH	BHS
1984	10.00	10.00
1985	10.00	10.00
1986	10.00	10.00
1987	10.00	10.00
1988	10.00	10.00
1989	10.00	10.00
1990	10.00	10.00
1991	10.00	10.00
1992	10.00	10.00
1993	10.00	10.00
1994	10.00	10.00
1995	10.00	10.00
1996	10.00	10.00
1997	10.00	10.00
1998	10.00	10.00
1999	10.00	10.00
2000	10.00	10.00
2001	10.00	10.00
2002	10.00	10.00
2003	10.00	10.00
2004	10.00	10.00
2005	10.00	10.00
2006	10.00	10.00
2007	10.00	10.00
2008	10.00	10.00
2009	10.00	10.00
2010	10.00	10.00
2011	10.00	10.00
2012	10.00	10.00
2013	10.00	10.00
2014	10.00	10.00
2015	10.00	10.00
2016	10.00	10.00
2017	10.00	10.00
2018	10.00	10.00
2019	10.00	10.00
2020	10.00	10.00
2021	10.00	10.00
2022	10.00	10.00
2023	10.00	10.00
2024	10.00	10.00
2025	10.00	10.00
2026	10.00	10.00
2027	10.00	10.00
2028	10.00	10.00
2029	10.00	10.00
2030	10.00	10.00

This agreement is intended to facilitate the coordination of the efforts of the BSH and BHS in the area of health and human services. It is not intended to create any new legal obligations.

The BSH and BHS have agreed to coordinate their efforts in the area of health and human services. This agreement is intended to facilitate the coordination of their efforts and to avoid duplication of effort.

The BSH and BHS have agreed to coordinate their efforts in the area of health and human services. This agreement is intended to facilitate the coordination of their efforts and to avoid duplication of effort.

 Director, Washington State Board of Health

 Director, Washington State Board of Health and Human Services