

8/18/98

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

THE HOLLY EDUCATION ASSOCIATION MEA/NEA

1995-96

1996-97

1997-98

Holly Area Schools

Expires: August 18, 1998



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

This Agreement is entered into this 27th day of March, 1995, by and between the Board of Education of the Holly Area Schools, Holly, Michigan, hereinafter called the "Board" and the Holly Education Association, MEA/NEA, hereinafter called the "Association."

ARTICLE I
RECOGNITION

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

ARTICLE II
AGENCY SHOP & PROFESSIONAL DUES & PAYROLL DEDUCTIONS

- A. The Board and the Association agree that every member of the recognized bargaining unit shall have the right freely to join and support the Association.
- B. Any bargaining unit member, who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues in the Association, which sum shall be as established from year to year by the Association, and which shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any given year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the

commencement of the school year shall be appropriately prorated to complete payments by the following June. The above provisions shall also apply to the deduction of voluntary Political Action Committee contributions. All association deductions will be in compliance with current law. Any authorization form which is incomplete or inaccurate will be returned to the Association by the Board.

- C. Any teacher may select direct cash payments to the Association in lieu of signing a dues deduction form. If a dispute arises as to whether or not an employee has properly executed a dues deduction authorization form, it shall be reviewed by a representative of the Board and a representative of the Association. Until there is a clarification of this matter, no further deductions shall be made.
- D. In the event a teacher leaves the employ of the Board and accrued wages and salaries due said teacher are inadequate to cover deductions due the Association, then the Board's remittance or payment responsibilities shall not exceed the accrued wages and salaries due said teacher.
- E. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the above section B. In the event a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in Section B above, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.
- F. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - 1. The Association shall notify the teacher on non-compliance by certified mail, return receipt requested. Said notices shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.
 - 2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with such Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representative Benefit Fee.
 4. In the event termination under the terms of this Agreement is contested and the contesting teacher pursues the legal avenues for adjudication available, then said teacher shall be reinstated until such time as the contest is settled, or said teacher fails to make a timely appeal.
- G. The Association agrees to provide the Board with the names of any and all teachers selecting direct cash payment to the Association for Representation Benefit Fees or Association Dues and the Board agrees to provide the Association with the names of any and all teachers who have signed and delivered authorization forms for either Association Dues or Representation Benefit Fees.
- H. Teachers employed for less than the full normal annual work assignments (whether employed all year for a partial day or part of a year for full days) shall pay prorated dues or Representation Benefit Fees in accordance with Association policy.
- I. Deductions for each calendar month, whether for Professional Dues or Representation Benefit Fees, shall be remitted to the designated financial officer of the Association, on or before the tenth day of the month following the month in which the deduction is made.
- J. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding the Agency Shop provision of this Article of the collective agreement. The Association further agrees to indemnify the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or tribunal.
 3. The Association shall have the right to compromise or settle any claims made against the Board under the Section.

ARTICLE III
ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the use of buildings for meetings. Such meetings must be prearranged with the administration by completing a building use request form.
- B. Ten (10) days per year for Association business shall be allowed with not more than three (3) consecutive days being used by any one individual per occurrence. Such time shall not be used for picketing, and/or support of activities connected with a strike or other illegal activities.

In the event an officer of the Association is required by the Board or the administration to leave their teaching station during the normal school day, the administration will provide a substitute. The definition of a substitute will be determined by the Board.

- C. Representatives of the Association may use the telephone for Association business during the school day as long as such usage does not interfere with teaching or normal school operations. Association credit cards will be used for toll calls.
- D. The Board will furnish the Association reasonable requests for public information.
- E. The Association may request to be placed on the Board Agenda through the superintendent of schools. It is understood that grievances will follow the grievance procedure as outlined elsewhere in this contract, and that the Association must first utilize the proper channels of communication before matters may be properly brought before the Board.
- F. The Board will receive all communications from the Association regarding financial matters and position of the Association on financial issues.
- G. One (1) bulletin board shall be furnished per school for use of the Association. The Association will control the use of these boards. Reasonable judgment will be used in the selection of materials to be posted.
- H. Teachers will not be prevented from wearing insignia or other identification of membership in the Association on school premises. Good and reasonable judgment shall be considered by the Association.
- I. Teachers may work in their school buildings after school and during vacations on matters relating to their job responsibilities. Teachers shall follow building policy regarding the use of facilities.
- J. Building policy will govern the use of telephones for personal and school business.

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

ARTICLE IV PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the life of this Agreement. Salary and leave days will be prorated based on the portion of the year worked.

If teachers work one (1) through five (5) days in the first pay period of the contract year, they will be paid one half of a biweekly pay. If teachers work between six (6) through ten (10) days in the first pay period of the contract year, they will be paid a full biweekly check.
- B. Extra curricular salaries will be as set forth in Schedule B which is attached to and incorporated into this Agreement.
 - 1. Extra curricular positions are voluntary and appointments are made annually by the superintendent and are not to be construed to provide tenure in position as a result of annual appointments.

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

6. New or open extra curricular positions and the pay for them will be posted by the Association after being notified by the superintendent. Applicants for the position from Holly with the most experience and best qualifications will be given preference for these positions, provided that other factors are equal.
7. The Board establishes all new paid extra curricular activities.
8. The Board of Education maintains the right to establish and cancel all extra curricular activities or positions.
9. The procedure for a teacher establishing new extra curricular activities shall be as follows. At the request of a teacher the Association will assist in this process.
 - a. A description of the activity and a list of goals and/or objectives shall be submitted to the teacher's building principal and the Association.
 - b. A job description shall be written in accordance with the format for same.
 - c. The principal shall submit the request for the new activity for approval by the superintendent and the Board of Education. New activities may be initiated through this process by a teacher.
 - d. If the activity receives Board approval, the opening for the coach or sponsor will be posted and a salary set by the administrator for the first year of the activity. The coach or sponsor will submit a written evaluation to the administration at the end of the first season or year, whichever comes first. The principal shall also evaluate all new activities and recommend to the superintendent the continuation or discontinuation of the new activity. If the Board determines that the activity is to be continued, the salary will be negotiated as part of the Master Agreement.
10. Extra curricular files, including evaluations, etc. shall be kept separately from a teacher's personnel file, and the teacher(s) shall promptly receive a copy of any material placed in such file. Teachers can review their own file in the presence of an administrator or a person designated by the administration. The teacher may request a representation of the Association to be present at such review. Confidential credentials shall be excluded from review.

C. Experience Credit.

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

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

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

3. Regular increment will be added to each teacher's contract for each full year of teaching in the Holly Area Schools.
4. Teaching experience credit earned outside Holly Area School District will not be granted to newly employed teachers. If, prior to posting, the Board anticipates difficulty filling a position due to a shortage of certified personnel, up to four (4) years experience credit shall be granted provided there is concurrence between the Board and the HEA President or designee.
5. Any teacher who has taught on a half-day (1/2) schedule or more shall be given a full year's credit for that year of teaching experience. If the teacher remains in a half-time or greater position, the salary shall be computed in the following fashion: If the teacher has taught five (5) years in a half-time position, the teacher will be placed on the fifth step of the forthcoming school year and will receive one-half (1/2) of that figure. If said teacher would become a full time teacher, the teacher would receive the full amount stipulated by the particular step. If a classroom teacher teaches less than half-time (1/2), placement on the salary schedule will be determined in the following manner: Two (2) years of less than half-time (1/2) teaching experience to earn one (1) step on the salary schedule.

D. Salary Deductions.

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

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

- E.** A teacher must elect to receive pay bi-weekly on either a 21 or 26 pay basis prior to the first payroll of each contract year. After a decision is made it cannot be changed, except that the superintendent or his/her designee may make exception to this rule at a teacher's written request for such circumstances as retirement, leaving the school's employment, financial emergency or other acceptable reasons.
- F.** Teachers required to substitute during their normal preparation or conference time will be reimbursed according to Schedule C.
- G.** Teachers working in Driver Education or Adult Education programs will be paid according to Schedule C.

**ARTICLE V
TEACHING HOURS AND CLASS LOAD**

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

If building(s) student schedules are modified for economic or educational reasons, total preparation time for teachers shall remain the same or comparable to their present weekly prep time (275 minutes).

- D. Recess, dismissal and lunch supervisor duties will be assigned equitably to all professional staff. Recess and lunch duties will be on an on-call basis.

ARTICLE VI TEACHING CONDITIONS

- A. The Board and administration will make every effort to limit class size to twenty-five (25) to thirty (30) pupils. If there is need no later than the Pupil Membership Count Day when the membership count is known, section sizes will be balanced within and between buildings as far as transportation and classroom availability permit. In order to resolve problems of class size, a Class Size Committee will meet as needed but not more than once a month, or more often by mutual agreement, to study and make recommendations for resolution of the problems through the superintendent to the Board. Options for the Committee to consider:

1. Rearrange classes to reduce overloads.
2. Provide additional preparation time to teacher(s).
3. Any other solution deemed appropriate by the Committee.

The Committee shall be comprised of the following:

1. The superintendent or his/her designee.
2. The building level administrator and one additional administrator selected by the superintendent.
3. Two teachers selected by the Association. (The parties recognize it is desirable to have the affected teacher(s) present at the committee meetings).

- B. The Class Size Committee shall make its decision concerning the problem within fifteen (15) days from receipt of written notice from a teacher or teachers that a problem exists. If no recommendation has been made at the end of the fifteen (15) days, the teacher(s) may appeal directly to the Board at its next regularly scheduled meeting and may be represented by the Association. The superintendent shall implement the recommendations of the Class Size Committee or present the recommendation and his/her recommendations to the Board at its next regularly

scheduled meeting. The Board shall make a decision at its next regularly scheduled meeting or within 31 calendar days, whichever shall be most convenient for the Board.

- C. The Board will strive to limit the number of students in Science, Industrial and Practical Arts in the secondary (7-12) schools by the number of teaching stations available.
- D. The Board will annually establish a budget for teaching supplies. Teachers will be consulted regarding their needs and desires. If it is necessary for the Board to cut departmental budgets after the school year is finished and teachers are generally unavailable on a day-to-day basis, an attempt will be made to reach the affected teacher(s) by phone or mail to discuss cuts.
- E. The Association and the Board recognize the importance of telephone facilities to the overall education process and the need for teachers to have reasonable access to such facilities. Within budget limitations the Board agrees to upgrade building telephone facilities where warranted by the administration.
- F. Consultation with teachers who have been assigned mainstreamed special education students will be scheduled after IEP placement, but before the actual admission of the child into the classroom. Such consultation shall familiarize the teacher with the child's educational needs and disabilities.

ARTICLE VII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a full-time or part-time teaching assignment who does not have a bachelor's or higher degree from an accredited college or university, and a valid Michigan teaching certificate, or other certification as required, or who cannot meet those requirements within (90) days. Exceptions to the foregoing will be made in the case of teachers in special vocational training programs who meet Michigan certification requirements for such programs.
- B. All teachers shall be given written notice of their tentative subjects and/or grade assignments for the forthcoming year no later than the close of the preceding school year. In the event of any type of change, including but not limited to, requiring members of the Association to substitute, all teachers affected and the Association will be promptly notified.

C. Administrative Interns

Bargaining unit members selected as Administrative interns shall:

1. Perform no evaluative tasks regarding bargaining unit members.
2. Maintain appropriate confidentiality of information/data.
3. Defer complaints of a serious nature (which could result in disciplinary action against a bargaining unit member) to the building administrator.
4. Be provided with a job description by their supervising administrator.
5. Serve in a specific internship for a period not to exceed two (2) semesters.
6. Be provided an evaluation of their internship performance, to be incorporated into their personnel file only at the request of the administrative intern.
7. Be compensated at their daily rate, if they work additional days beyond their regular teaching schedule.

D. Mentor Teachers

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

**ARTICLE VIII
VACANCIES, TRANSFERS AND PROMOTIONS**

- A. The Board and Association define a vacancy as any open position within the bargaining unit. Teachers may apply for vacancies as defined.
- B. Vacancies will be filled according to qualifications and certifications. Qualifications will be determined by the Board.
- C. The Association and the applicant shall receive notice of the decision regarding vacancies. If the applicant is not accepted, the reasons will be stated.
- D. The Board will notify the Association of vacancies that occur within the bargaining unit. These vacancies will be posted by the Association. The posting period shall be ten (10) calendar days which shall be indicated in the posting notice. The Board will notify bargaining unit members of vacancies that occur during the summer months by direct mailing, provided that the teacher places a letter on file with the superintendent prior to the end of the school year indicating a particular area of interest.

E. First consideration will be given to tenured Holly teachers, providing the vacancy occurs at the end of the school year. If no applications are filed for a vacancy that occurs during the school year, no consideration will be given for that position to teachers with Holly experience at a future date. Candidates who fill vacancies during the school year, where Holly teachers have applied, will not be guaranteed the same assignment the following year.

F. The Board recognizes that positions may open during the year that a staff member would like to make application for, but it would be educationally undesirable to change positions during the school year. In such instances, the person will make a written application for this position at the time of posting. The applicant will be considered with other applicants and if it is determined that the current staff member is best qualified by the Board an attempt will be made to fill the vacancy with a temporary replacement who is qualified, for the remainder of the school year.

G. The Association recognizes that administrators in the Holly School District who enter or re-enter the bargaining unit will have priority for teaching positions, and may displace non-tenure teachers provided that in the Board's discretion the administrator is qualified and certified for a position in the bargaining unit. Administrators will retain such seniority time as they have accumulated while teaching in the Holly Area Schools, provided that their employment is continuous. An administrator who returns to the bargaining unit will receive two years of seniority for each year of teaching, up to the number of years that were served as an administrator in the Holly Area Schools. This section will be retroactive for administrators who have returned to teaching in prior years.

Example:

4 years teaching experience, Holly Schools

6 years administrative experience, Holly Schools

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

H. A list of Adult Education and summer vacancies shall be posted and upon request a copy shall be furnished the Association President, and interested teachers may apply at the Adult Education Office.

I. Involuntary

1. Involuntary transfers will be made by the Board in case of emergency or to prevent undue disruption of the instructional program. The Association and teacher will be notified ten (10) calendar days before such transfers are to be made. The reasons for the transfer will be given.

2. The Association or the teacher may request a meeting with the superintendent or designee within 10 calendar days of notification to request additional information or challenge the reasons.
3. Such a meeting shall be scheduled within 10 calendar days of receipt of written request. The teacher's protest and response thereto will be made a matter of the teacher's file, if requested by the teacher.

J. Voluntary

Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the superintendent and one (1) copy will be filed with the Association. The applicant will set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board.

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

L. The Board will notify the Association when administrative posts are available.

M. The Board will consider any requests for shared time teaching. Each request will be considered on an individual basis. Benefits under shared time teaching shall be as follows:

1. Health insurance benefits will be prorated based on the portion of the year that is to be worked. All other insurance benefits will be as provided in the Master Agreement.
2. Salary and leave days will be prorated based on the portion of the year worked.
3. Full seniority will be granted for one-half time or more teaching.

ARTICLE IX WORKERS' COMPENSATION

A teacher may elect to use accumulated sick days to make up the difference between the teacher's daily rate of pay, at the time of injury and the amount paid under Michigan Workers' Compensation.

If a teacher had a daily rate of \$100.00 and an unused accumulation of ten (10) sick days, a bank of \$1,000.00 could be used to make up the difference in pay. After the \$1,000.00 was used, the pay would revert to only the amount received under the Michigan Compensation Program.

Workers' Compensation insurance will cover job incurred injuries after the eighth (8th) day of work back to the first day of work missed due to injury. If less than eight (8) days are missed, the Board will pay the teacher's daily wage without loss of leave.

It is the teacher's responsibility to immediately report injuries to the Holly Area School's business office, for proper filing with the Workers' Compensation insurance carrier.

ARTICLE X LEAVES

- A. First year teachers, after teaching one day when students are in attendance, will be granted five (5) leave days allowance provided that they teach a full day. Teachers scheduled to teach less than a full day will be provided prorated leave days. At the beginning of the second semester, they will be granted an additional five (5) leave days. All previously employed staff will receive the full ten (10) days' allowance at the beginning of the school year. Teachers will accumulate unused leave days from year to year. Unused leave days accumulated as of June 15, 1966, and thereafter, will remain in force. Unused leave days will be posted on teachers' bi-weekly paychecks.

- B. Teachers will turn in requests for leave days in advance as indicated below. Every attempt will be made to provide a written disposition to leave requests prior to the date the leave is to occur. If an answer is not received the work day prior to leaving, the teacher will call the personnel office and inquire about the status of the request. It is guaranteed that an answer will be given to the teacher that day.

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

1. Personal illness.

2. Funeral of non-relative, minimum one-half (1/2) day per occurrence, with a maximum of one day (1) per year.

3. Medical or dental reasons where the teacher's presence is required and cannot be scheduled on a day other than a teacher's work day providing a written request specifying the general reason is received three (3) school days in advance by the principal, except in emergencies, when a shorter notice will be acceptable.

4. **Serious illness in the immediate family or bereavement of an in-law.**
 - a. Immediate family member is defined as husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, or in-laws of the same relationship. Aunts and uncles are included in cases of bereavement only.
 - b. A maximum of five (5) days per year will be allowed.

5. **Religious Observances:**

- a. A maximum of two (2) days per year may be used for religious holidays which occur on a scheduled work day.
- b. Written application to immediate supervisor is received no less than seven (7) days in advance.
- c. Date of receipt of written request by the superintendent will determine priority.
- d. No more than three percent (3%) of the total teaching staff will be excused on a given day.

6. **Anticipated Prolonged Disability**

Anticipated prolonged disability - Any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) will notify the building principal in writing as soon as possible. The notification will contain the projected dates of confinement. It is understood that use of sick leave will be only for the duration of the actual incapacity and the Board reserves the right of periodic written verification of disability and/or consultation with or from a physician. In case of childbirth notification will be at least thirty (30) calendar days in advance of the projected period of confinement. A teacher must teach until actually disabled as verified by a physician and return as soon as recovered.

7. **Personal Business Day**

- a. A personal business day shall be defined to include important, personal activities which cannot be scheduled outside of regular school hours. Examples are weddings, graduations, parents' 50th wedding anniversary, children's special events, etc.

- b. Personal business days shall not be allowed for the following type activities: recreational activities, social functions, shopping, vacations, or pursuit of vocational or avocational activities, etc.
- c. The teacher will deliver a written request to the building principal specifying the general reason at least three (3) days in advance.
- d. Teachers may use one (1) day per year, provided it does not immediately precede or follow periods on the school calendar designated as holidays or vacation days.
- e. Not more than two (2%) percent of the total teaching staff will be excused on a given day and the date the request is received by the superintendent will determine priority.
- f. The superintendent may grant exceptions due to special circumstances, at the superintendent's sole discretion.

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

- 1. Bereavement leave.
 - a. A maximum of five (5) days in each instance in the case of death of husband, wife, sister, brother, mother, father, son, daughter, aunt, uncle, grandparent or grandchild.
 - b. In the case of necessary extension of leaves for bereavement or terminal illness due to weather or travel emergency, the teacher will be reimbursed the difference between regular daily rate and a substitute's daily rate.
- 2. Selective Service physical examination.
- 3. In the event school is closed for students due to inclement weather or other emergency causes, teachers shall not be required to report for duty, and the day of instruction shall be rescheduled in accordance with the school district/building calendar(s) as set forth in this agreement. Teachers shall not receive additional compensation for the rescheduled days of instruction. If, due to statutory change or modification, the school district can count days school is closed for students due to inclement weather or other emergency causes as days of pupil instruction for state aid purposes, and/or if the school district is not required to make up days of student instruction without a loss of state funding, teachers shall not be required to make up days school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.

4. Legal or professional reasons where the teacher's presence is required and it cannot be scheduled on a day other than a teacher's work day.
 - a. Teachers will deliver a written request specifying the general reason three (3) days in advance to the principal.
 - b. Teachers will have two (2) days per year non accumulative.
 - c. Not more than two (2%) percent of the total teaching staff will be excused on a given day and the date the request is received by the superintendent will determine priority.

D. Leaves of absence without pay that may be granted by the Board of Education:

1. Educational improvement.
2. Study, research, or special teaching assignment.
3. Maternity:
 - a. Teachers will supply to the offices of the superintendent upon confirmation of pregnancy a statement of pregnancy from the teacher's doctor which will include projected dates of delivery and incapacity and a statement or statements of how long the teacher will be able to continue her specific employment activities. It is understood the foregoing will be required whether the teacher opts for sick leave benefits or maternity leave without pay as hereinafter specified.
 - b. Maternity leave.

A maternity leave will be available to teachers subject to the following conditions:

- (1) At least thirty (30) days prior to the beginning of the leave a teacher may apply to the Board.
- (2) The application will be in writing and request specific beginning and ending dates of the leave. A doctor's statement must be attached to the application where the health of the teacher may be a factor in final determination of the beginning and/or ending date of the leave.
- (3) The Board reserves the right to specify the beginning and ending date of the leave to correspond with the beginning or ending of a school year, semester or marking period except the same will not be in conflict with the doctor's

statement of health. The leave will commence no later than the date of delivery.

- (4) The Board may grant up to one (1) school year of maternity leave renewable at the discretion of the Board.
- (5) Any maternity leave granted will be without pay or fringe benefits, except as provided by other sections of this provision. However, the teacher, upon return from the leave, will have all previous benefits of this contract restored, but will not accumulate any benefits while on such a leave. For seniority and salary schedule purposes a teacher who works more than one half (1/2) semester will receive credit for a full semester. A person who works less than one half semester will receive no credit.
- (6) The provisions of a maternity leave will not exempt a teacher from the provisions of the layoff procedure contained in this contract except the Board will not be deprived of the right to give notice of layoff for the duration of the maternity leave.
- (7) If a teacher does not return to teaching upon the expiration of the leave, the teacher will conclusively be deemed to have resigned.
- (8) Teachers returning from such a leave will furnish medical evidence of their ability to perform their normal work assignments. A teacher will be reinstated to a position for which the teacher is certified and qualified. The Board will make every effort possible to return a teacher to the same position, provided the teacher returns to work within twelve weeks from the beginning of the leave. If not reinstated to the same position, the teacher will be reinstated to work for which the teacher is qualified and certified.
- (9) Teachers may make written application for extension of the maternity leave subject to the provisions of the initial request.
- (10) A teacher may make written application to the superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leave on the basis of each individual case. The reasonable right of the Board of Education would not be grievable.

(11) A teacher's health insurance or options will remain in force for four (4) months, at the board's expense, after the commencement of the leave provided the insurance companies' policies permit continuation.

4. A leave to serve in, or campaign for, local, state or national public office.
5. Illness, injury or disability.

A teacher must file a written request for leave of absence when accumulated leave days are exhausted and 30 unpaid days of absence have occurred.

6. Personal reasons satisfactory to the Board.

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

F. Leaves that will be granted by the Board without pay.

1. Three (3) leave days per teacher's contractual year will be granted by the Board at the teacher's discretion, provided:

- a. That the leave days will not be taken immediately prior to or after a school holiday.
- b. That the teacher's immediate supervisor will have one (1) day's prior notification.
- c. The total number of requests will not exceed two (2%) percent of the total teaching staff for any given day.

2. A child care leave or adoptive leave of up to a maximum of two (2) semesters will be granted to a teacher upon written request to the superintendent's office. Leave will be limited to instances where there is a newborn infant, a new adoption, or where a child is seriously ill. The teacher must make application at least thirty (30) calendar days prior to the first day of the leave. Return from a child care or adoptive leave will be at the beginning of the semester following the expiration date of the leave. Child care or adoptive leave extensions of granted leaves will be at the sole discretion of the Board.

3. The per diem deduction for all leaves granted under Section F will be determined as set forth in Article IV, D.

G. Jury duty.

A leave of absence will be granted a teacher called for jury service, provided that the Board

will only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in this contract and the daily jury fee paid by the court excluding mileage reimbursement.

H. Court appearance.

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

**ARTICLE XI
TEACHER EVALUATION**

- A.** The Board and Association recognize that evaluation of teacher performance is necessary and that teacher evaluation is the responsibility of the administration. Evaluation procedures shall be reviewed with new teachers during orientation. Notice will be given during the first eight (8) weeks of the school year as to who will evaluate teachers. If circumstances require a change in evaluators, a conference will be held with the affected teacher(s). Normally, evaluations will be done by the principal and assistant principal. However, in some instances it may be necessary to assign evaluations to other district supervisors.
- B.** Formal evaluation shall be in writing and shall be signed and dated by the teacher and evaluator. Written verification of informal evaluations shall be in writing and shall be signed and dated by the teacher and evaluator.
- C.** Each written evaluation shall include at least two (2) observations, one of which shall be approximately twenty-five (25) minutes. All monitoring or observation of performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- D.** Probationary teachers shall receive an informal evaluation during the first ten (10) weeks of their employment. Probationary teachers will be evaluated at least once each year not later than seventy-five (75) calendar days prior to the end of the school year. Probationary evaluations must be based on at least two classroom observations held no less than sixty (60) calendar days apart.
- E.** Tenure teachers shall receive at least one (1) formal written evaluation every three (3) years.
- F.** The teacher shall have a conference regarding the formal written evaluation with the person making the observation. At this conference the teacher shall receive a written copy of the evaluation, and, in the event the teacher feels the evaluation is incomplete or unjust, the teacher's objection may be put in writing and attached to the evaluation to be placed in the teacher's file.

- G. Teachers can review their own personnel file in the presence of an administrator or person designated by the administrator. The teacher may request a representative of the Association to be present at such review.
- H. Teachers shall receive copies of any material placed in their personnel file. Teachers may submit a written response regarding any material including complaints, and the same shall be attached to the file copy of the material in question, and the response shall be signed and dated. If teachers are asked to sign material in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XII REPRESENTATION

- A. A teacher has a right to representation any time that a teacher is called by an administrator for the purpose of discussion of an incident which may result in discipline.
- B. A teacher shall be entitled to representation when presenting a written response to the formal written evaluation.

ARTICLE XIII TEACHER PROTECTION

- A. Since a teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. The Board policy: "Uniform Code for Student Discipline" will be made available to all teachers no later than the first week of each school year.
- C. A teacher may send a pupil to the office for disciplinary reasons. In such cases, the teacher will furnish the principal full particulars of the incident as promptly as teaching obligations will allow. The pupil will not be returned to the class until after consultation between the teacher and the principal or designee.
- D. Any case of a student assault upon a teacher shall be promptly reported to the immediate supervisor by the teacher or designee. The Board, in its sole discretion, will provide all reasonable assistance to the teacher in connection with investigating and handling of the incident by law enforcement and/or judicial authorities. When a teacher is found to be without fault in a matter involving student assault and has a comp claim under Michigan Worker's Compensation, it will be treated as any other claim under Article IX of this Agreement.

- E. No formal action shall be taken upon complaint(s) against a teacher nor shall any notice thereof be included in the record of the teacher unless such matter is promptly reported to the teacher following notification of such complaint(s) and a rudimentary investigation into such complaint(s).

ARTICLE XIV RETIREMENT

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

ARTICLE XV REIMBURSEMENT FOR ADVANCED WORK

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

- A. For work after the hours required for permanent certification beyond the bachelor's degree teachers will be paid according to Schedule C. When the master's degree is received, the teacher will be placed on the step of the salary schedule of the master's degree schedule that is in keeping with the terms of this contract. For twenty (20) hours beyond the master's degree, teachers will be reimbursed according to Schedule C.
- B. Courses not leading to a degree must have prior approval from the Board to receive reimbursement.
- C. Term hours shall be considered under this Article as being equivalent to two-thirds (2/3) of a semester hour.
- D. Requests for pay for advanced work must be submitted by September 1st of the contract year.
- E. Monetary reimbursements made by the Board under this Article shall be added to the succeeding contracts.
- F. Master's degree plus 30 semester credit hours. The salary schedule will have a MA +30 track effective September 1, 1987. Teachers must have MA +30 to qualify for placement on this track.

**ARTICLE XVI
LONGEVITY CLAUSE**

Beginning with the teacher's twenty-sixth (26th) year of teaching in the Holly Area Schools, a teacher will be paid two hundred (\$200.00) dollars per year in addition to the amount indicated by the salary scheduled.

Example:

Holly Experience	Additional Added to the Salary Schedule
26th year	\$200
27th year	200
28th year	200
29th year	200
30th year	200
31st year	200
etc.	

**ARTICLE XVII
GRIEVANCE PROCEDURE**

A. Definitions:

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

B. Items excluded from grievance procedure:

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

C. Procedure:

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

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

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

- c. If the principal does not arrange a conference as provided in Section a., or answer said grievance as provided in Section b., the grievance may be appealed to the next level.

3. Level Three

- a. If the grievant does not accept the principal's written answer, the grievance may be appealed to the superintendent within three (3) days from the date of the principal's written decision.
- b. Within five (5) days of the receipt of the written appeal the superintendent will arrange a conference with a view of satisfactorily resolving the grievance. If the grievant does not appear at such a conference said grievance will be considered settled.
- c. Within three (3) days after such conference the superintendent will answer such grievance in writing. If the grievance is not appealed from the written answer within three (3) days from receipt of such answer, the superintendent's decision will be final.
- d. If the superintendent does not arrange a conference as provided in Section b., or answer said grievance as provided in Section c., the grievance may proceed to level four.

4. Level Four

- a. If a grievant is not satisfied with the disposition of the grievance by the superintendent, the grievance may be transmitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within three (3) days of the superintendent's written answer.
- b. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be most convenient to the Board will hold a hearing on the grievance. The hearing will be public or private at the option of the grievant.
- c. Disposition shall be furnished to the grievant and the Association within five (5) days of the close of such hearing.

5. Level Five

- a. If the grievance is not settled at Level Four, the Association may, within ten (10) days after receipt of the written decision request that the grievance be submitted to arbitration. The request for submission to arbitration will be made by written notice delivered to the Board at the Board of Education Office.
- b. Within five (5) days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association will make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the five (5) day period herein provided, the Association may, within ten (10) days after the date of the written request for arbitration request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator will then be selected according to the rules of the American Arbitration Association and the hearing will be conducted under the rules of said Association.
- c. The arbitrator will hear the grievance in dispute and will render a decision in writing and will set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- d. The arbitrator will have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application or interpretation of any express provision of this Agreement.
- e. The arbitrator will have no power of or authority to add to, subtract from or modify any of the terms of this Agreement, and will not substitute judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator will not render any decision which would require or permit an action in violation of the Michigan School Laws.
- f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
- g. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of the grievance procedure will be prohibited by both parties unless by mutual consent.

- h. If there has been no monetary loss, the arbitrator cannot award monetary damages.
- i. If the Board contests the arbitrability of a grievance, the arbitrator must first rule on this point prior to hearing the grievance.
- j. The arbitrator must deal only with the grievance that is being presented.

6. Miscellaneous

- a. Nothing contained herein shall be construed to prevent any grievant from processing a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Agreement and the Association has been given the opportunity to be present at the meeting where solutions are discussed.
- b. Grievance procedures as discussed in this Article of the Master Agreement will be adhered to during hours that do not conflict with normal teaching duties, unless time adjustments are mutually agreed upon by both parties.
- c. If a grievance is filed on or after May 15, the procedure of this Article can be altered by mutual written agreement to culminate the grievance prior to the end of June.
- d. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, as long as the time limits set forth above are complied with.
- e. The Association and the Board hereby agree to construe the arbitration clause to enable the parties to utilize expedited arbitration under AAA auspices by mutual agreement.
- f. The Association and every member of the bargaining unit covered by this agreement have a right to be represented at any and all levels of the grievance procedure.
- g. The Board shall have the right to process a grievance with the Association. The Board shall file a grievance in writing directly with the Association president, within ten (10) days following the act or condition which is the basis of the grievance or first knowledge thereof. The Association president will arrange a conference within five (5) days of the receipt of the written grievance, and file a written answer to the Board within three (3) days after the conference is held. If the answer is unsatisfactory to the Board the grievance may be submitted to the HEA/MEA/NEA Executive Committee in a manner consistent with Level Four.

Level Four. If the answer is unsatisfactory the Board may appeal to Level Five b.

- h. Time limits must be strictly adhered to unless mutually extended.
- i. Anyone involved in grievance processing can be assured that such involvement will not prejudice their standing with the Board or the Association.

ARTICLE XVIII STRIKE PROHIBITION

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

ARTICLE XIX SUPERSEDEENCE OF POLICY

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

ARTICLE XX EMPLOYEE BENEFITS

- A. Hospitalization. The Board will provide up to full family health care coverage for eligible employees. (Equal to MESSA Super Care I). Teachers who teach a full school year will receive 12 months of insurance coverage. Those teaching less than a full teaching year will receive prorated coverage.

Those teachers who do not elect health care coverage may elect to apply for up to four hundred (\$400.00) dollars per year in the following options:

- 1. Short term disability.
- 2. Term life insurance.
- 3. Survivor income insurance.
- 4. Dependent life insurance.
- 5. Hospital indemnity.
- 6. Tax sheltered annuities.

No employee shall have double health insurance coverage.

B. Insurance caps on premiums for health, dental and vision will be:

95/96 Employee pays (payroll deduction) all insurance cost over 3% of 94/95 base.

96/97 Employee pays (payroll deduction) all insurance cost over 6% of 94/95 base.

97/98 Employee pays (payroll deduction) all insurance cost over 9% of 94/95 base.

C. Term Life. \$25,000 (AD&D) - in term group life insurance, part of which will be any coverage under the employee's health insurance policy.

D. Dental

1. For those persons who have no other coverage. (Delta Dental 337-0004).

80% Class I Benefits

80% Class II Benefits

80% Class III Benefits - Lifetime maximum of \$800.00. The above will include internal and external coordination of benefits.

2. For those persons who have other coverage. (Delta Dental 337-0001).

50% Class I Benefits

50% Class II Benefits

50% Class III Benefits - Lifetime maximum of \$500.00. The above includes internal and external coordination of benefits.

E. The Board will provide the following Long Term disability insurance coverage for each eligible employee.

1. 60% benefit percentage.
2. Maximum monthly benefit \$2000.
3. 120 calendar days modified fill waiting period.
4. Maternity coverage included.
5. Includes a pre-existing condition waiver.

Note: Employees who work less than full time will receive prorated hospitalization, subject to insurance company policies. These employees will be eligible for 337-0001 dental coverage.

- F. The Board of Education limits the number of companies who sell tax sheltered annuities to seven (7). For a company to qualify, it would need to deliver to the Administration Offices a number of valid payroll deduction cards equal to five (5) percent of the prior January's number of persons on payroll. (The first payroll of that month.)
- G. Vision Insurance
The Board will provide VSP 3, including internal and external coordination of benefits for all employees and their eligible dependents as defined by MESSA.
- H. To be eligible for any insurance benefits provided above, the employee shall be responsible for being properly enrolled on forms provided by the Board and/or applicable insurance company.
- I. Pay for unused sick days upon retirement (under MPSERS). Teachers will be paid for unused accumulated sick days up to 180 days maximum at the rate of \$20.00 per day, or a maximum of \$3600.00.

**ARTICLE XXI
HEALTH EXAMINATIONS**

- A. The Board may exercise the prerogative of requiring any staff member to have health and/or psychiatric exams. The Board will notify the Association of all Board required exams. Cost of all examinations required by the Board shall be paid by the Board.
- B. Teachers shall be required as a condition of employment to meet all statutory obligations of the tuberculin test and submit proof of meeting these requirements prior to issuance of a payroll check. The cost of tuberculin testing will be paid by the Board and the physician will be designated by the Board.

**ARTICLE XXII
MILEAGE ALLOWANCE**

Mileage allowance for authorized trips by bargaining unit members will be established by Board Policy, except that the per mile allowance shall not be less than the IRS rate.

**ARTICLE XXIII
TEACHER ILLNESS AND SUBSTITUTES**

- A. The administration will designate a person or persons to hire substitutes.
 - 1. Teachers are to report illness to the person designated for hiring substitutes on the following schedule.
 - Secondary teachers 5:30 - 6:30 a.m.
 - Elementary teachers 6:30 - 7:30 a.m.
 - 2. Teachers who know in advance that a substitute will be required for specific day(s) are encouraged to call the substitute answering service.

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

ARTICLE XXIV LAYOFF AND RECALL

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

Layoff(s) will be based on seniority and certification. The school district will not lose accreditation by North Central or the University of Michigan because of the implementation of the layoff procedure. In the event layoff would cause a teacher in the High School to be teaching outside the major field, or with less than three years' experience in a minor field, then the Board and the Association representatives will meet to determine exceptions to the layoff procedure. The Administration will work closely with the Association to establish a realistic approach to problem solving.

 1. The Board of Education will determine what programs are to be eliminated or reduced.
 2. The Board agrees to give as much notice as possible of layoff, but not less than fourteen (14) calendar days.
 3. Probationary teachers are to be laid off first, provided that others qualify for their positions.
 4. Tenure teachers will be laid off according to their length of seniority, provided that others qualify for their positions.
 5. Each teacher on layoff will notify the Administration Offices in writing of an address to which a letter of recall may be sent. Such letter will be mailed to the teacher at said address by certified mail, return receipt requested. If no such address is recorded, the letter will be mailed to the teacher at the last address recorded

in the Administration Office.

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

B. Recall

1. Tenure teachers will be recalled first according to seniority provided that they qualify for the position.
2. Probationary teachers will be recalled only when tenure teachers cannot qualify for open positions or after all tenure teachers have been recalled.
3. Administrators who are laid off, have tenure as teachers, and are properly certified and qualified, but lack sufficient bargaining unit seniority to bump into a teaching position, may be recalled prior to probationary teachers being recalled from layoff or a new teacher being hired.
4. The recall list will be maintained by the Board. Non-tenure teachers will remain on the recall list for a period of two years. Within thirty (30) days of the end of the second year, they may apply in writing for a one (1) year extension of the recall period. After the end of the second year, or third year if granted by the Board, non-tenure teachers on layoff will lose the right to recall. This section shall be limited by

the provisions of the tenure act.

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

C. Seniority

1. The Board will prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in order of their effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and the teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
2. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause.
3. Seniority shall be credited at the end of the school year as of the last teacher work day.
4. The seniority list will be revised to reflect any changes in seniority position on the list that occurred during the work year then ended. This revision will include former administrators who receive two (2) years seniority for the prior year of teaching according to Article VIII, Section F. It is understood that this adjustment will not result in any disruption of a group of teachers with the same seniority and that the former administrator will be considered the least senior in the group.
5. A teacher who did not accumulate seniority for any period of time during the year will be placed with the appropriate group of other teachers on the seniority list and will be considered the most senior person in the resultant group.
6. A drawing will be held as specified in C 1 above only if a new group of persons with equal seniority was caused by seniority adjustments.
7. Copies of the revised seniority list will be posted in each building and mailed to the Association.

8. Full seniority will be granted for one-half time or more teaching. Teachers who teach less than one-half time will receive prorated seniority credit.

ARTICLE XXV SHARED COSTS

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

ARTICLE XXVI BOARD RIGHTS

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

ARTICLE XXVII TEACHER CONTRACTS

- A. Contracts will be issued by the Board May 1. Contracts will be returned, signed or unsigned, to the Board of Education offices by 4:00 p.m. on May 15. If May 15 falls on Saturday or Sunday, the due date will be the following Monday.
- B. Teacher contracts will state the annual salary and teacher assignments.
- C. By April 15, secondary certified teachers shall be notified of proposed summer school schedules and be allowed to submit class proposals within the time limits set by the Community Education Director. Applications from qualified staff members will be given first consideration, providing all other factors are equal. In the event that classes are offered which current Holly staff do not wish to teach, qualified candidates from outside the bargaining unit will be interviewed. No staff will be officially hired until after class registration has taken place, and only for classes with adequate enrollment. Teachers are to

be paid on an hourly basis, according to Schedule C of the Master Agreement.

**ARTICLE XXVIII
ENERGY CRISIS**

In the event the school district is forced to cancel regular school sessions, including extra curricular activities, because of an energy shortage (lack of fuel) the Board will immediately notify the Association, and, upon request of the Association, the Board will enter into negotiations to reschedule such school sessions and/or extra curricular activities, and the conditions thereof.

**ARTICLE XXIX
DISCIPLINE OF TEACHERS**

No teacher shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

**ARTICLE XXX
EMERGENCY ASSISTANCE PROGRAM**

A teacher currently under contract with the Holly Area Schools or on a paid leave may make application for a daily stipend, providing that they have not received payment in any form or manner from the school district for a period of not less than 45 calendar days. Persons drawing disability compensation, unemployment or withholding services will not qualify.

A fund of \$2800 shall be set aside for the emergency assistance program. If the \$2800 fund becomes exhausted, the program will then be inoperable and no applications will be accepted. Teachers may apply only once each year for funds under this program.

The fund will be administered by the superintendent of schools and the H.E.A. president or their designee. The decision of these representatives shall be final and no appeal or grievance may be filed.

SICK BANK

Employees with up to five (5) years of experience with Holly Area Schools will be eligible for up to twenty (20) days leave from a sick bank. These days may be granted at the Superintendent's discretion after consulting the HEA President and the teacher, for catastrophic illness only. These days will be repaid at the rate of two (2) per year, or more at the employee's discretion.

**ARTICLE XXXI
SAVINGS CLAUSE**

If the provisions of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXXII
COMPLETE AGREEMENT**

This Agreement shall constitute the full and complete commitments between both parties and may

be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**ARTICLE XXXIII
MASTER AGREEMENT REOPENING**

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

**ARTICLE XXXIV
DISCRIMINATION PROHIBITED**

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

**ARTICLE XXXV
DURATION OF AGREEMENT**

This Agreement shall be in effect as of August 19, 1995, and shall continue in effect until August 18, 1998.

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

BOARD OF EDUCATION
HOLLY AREA SCHOOLS

M. J. Sheuault

President

Pam Blodgett

Secretary

HOLLY EDUCATION ASSOCIATION

Ronald G. Hosmer

President

C. E. Talley

Vice-President

**SCHEDULE A
1995-96**

STEP	B.A.	STEP	M.A.	STEP	M.A+30
0.0	26,152	0.0	27,958	0.0	29,982
0.5	26,701	0.5	28,545	0.5	30,567
1.0	27,248	1.0	29,128	1.0	31,152
1.5	28,074	1.5	29,878	1.5	31,901
2.0	28,897	2.0	30,624	2.0	32,647
2.5	29,766	2.5	32,033	2.5	34,057
3.0	30,636	3.0	33,443	3.0	35,466
3.5	31,317	3.5	34,685	3.5	36,708
4.0	31,997	4.0	35,924	4.0	37,948
4.5	32,486	4.5	37,163	4.5	39,185
5.0	32,973	5.0	38,400	5.0	40,424
5.5	33,706	5.5	39,642	5.5	41,665
6.0	34,437	6.0	40,881	6.0	42,904
6.5	35,460	6.5	42,118	6.5	44,141
7.0	36,484	7.0	43,353	7.0	45,375
7.5	37,680	7.5	44,590	7.5	46,613
8.0	38,873	8.0	45,827	8.0	47,849
8.5	40,203	8.5	47,064	8.5	49,088
9.0	41,532	9.0	48,298	9.0	50,322
9.5	43,784	9.5	50,444	9.5	52,466
10.0	46,032	10.0	52,585	10.0	54,608

**SCHEDULE A
1996-97**

STEP	B.A.	STEP	M.A.	STEP	M.A. +30
0.0	26,675	0.0	28,517	0.0	30,582
0.5	27,235	0.5	29,116	0.5	31,179
1.0	27,793	1.0	29,711	1.0	31,775
1.5	28,636	1.5	30,475	1.5	32,539
2.0	29,475	2.0	31,237	2.0	33,300
2.5	30,361	2.5	32,674	2.5	34,738
3.0	31,248	3.0	34,112	3.0	36,176
3.5	31,943	3.5	35,379	3.5	37,442
4.0	32,637	4.0	36,643	4.0	38,707
4.5	33,136	4.5	37,906	4.5	39,969
5.0	33,632	5.0	39,168	5.0	41,232
5.5	34,380	5.5	40,435	5.5	42,498
6.0	35,126	6.0	41,698	6.0	43,762
6.5	36,170	6.5	42,960	6.5	45,023
7.0	37,214	7.0	44,220	7.0	46,282
7.5	38,433	7.5	45,482	7.5	47,545
8.0	39,651	8.0	46,743	8.0	48,806
8.5	41,007	8.5	48,005	8.5	50,069
9.0	42,363	9.0	49,264	9.0	51,328
9.5	44,659	9.5	51,453	9.5	53,515
10.0	46,952	10.0	53,637	10.0	55,700

**SCHEDULE A
1997-98**

STEP	B.A.	STEP	M.A.	STEP	M.A. +30
0.0	27,208	0.0	29,088	0.0	31,193
0.5	27,779	0.5	29,698	0.5	31,802
1.0	28,349	1.0	30,305	1.0	32,410
1.5	29,209	1.5	31,085	1.5	33,189
2.0	30,064	2.0	31,862	2.0	33,966
2.5	30,968	2.5	33,327	2.5	35,433
3.0	31,873	3.0	34,794	3.0	36,899
3.5	32,582	3.5	36,086	3.5	38,191
4.0	33,290	4.0	37,376	4.0	39,481
4.5	33,798	4.5	38,664	4.5	40,768
5.0	34,305	5.0	39,951	5.0	42,057
5.5	35,068	5.5	41,244	5.5	43,348
6.0	35,829	6.0	42,532	6.0	44,638
6.5	36,893	6.5	43,819	6.5	45,924
7.0	37,958	7.0	45,105	7.0	47,208
7.5	39,202	7.5	46,392	7.5	48,496
8.0	40,444	8.0	47,678	8.0	49,782
8.5	41,828	8.5	48,965	8.5	51,071
9.0	43,210	9.0	50,249	9.0	52,355
9.5	45,552	9.5	52,482	9.5	54,585
10.0	47,891	10.0	54,710	10.0	56,814

EXTRA CURRICULAR ACTIVITIES

Schedule B

I. A. Pay Classifications

Class I

Football
Boys'-Girls' Bsktbl
Wrestling

Class II

Boys'-Girls' Track
Baseball
Softball
Soccer
Volleyball

Class III

H.S. Vocal
H.S. Pep Band
H.S. Musical
Telltale

Class IV

Tennis
X-Country
Golf
Full Length Play
H.S. Cheerleader
M.S. Gymnastics
Skiing
H. S. Pom Pon

Class V

Roundup
M.S. News
M.S. Yearbook
7 & 8 Cheerleader-
If coach only one
squad receive 1/2 pay

Class VI

Safety Patrol-Holly
Science Club
Quiz bowl
French Club
Spanish Club

Class VII

Class Sponsor
Safety Patrol-Patterson
M.S. Student Council
Band Musical
1 Act Play
H.S. Student Council

I. B.

1. All non-athletic activities will follow level (1) of the pay classification of that activity.
2. Head coaches will follow level (1), high school assistants level (2), and 7th and 8th grade assistants level (3) of the pay classification of that sport.

II. Pay Schedule (See * for grandfather clause).

1995-96

YEARS OF EXPERIENCE

Pay Classification		0	1	2	3	4	5
I.	Level 1	\$2,890	\$3,012	\$3,142	\$3,276	\$3,414	\$3,561
	2	2,024	2,111	2,201	2,292	2,389	2,493
	3	1,447	1,506	1,572	1,640	1,704	1,782
II.	Level 1	2,538	2,646	2,762	2,874	2,998	3,127
	2	1,780	1,856	1,932	2,016	2,100	2,188
	3	1,269	1,328	1,379	1,439	1,502	1,564
III.		1,587	1,651	1,723	1,795	1,871	1,952
IV.	Level 1	1,204	1,258	1,306	1,366	1,423	1,486
	2	845	880	917	955	998	1,040
	3	603	629	658	685	713	745
V.		968	1,006	1,051	1,094	1,138	1,189
VI.		726	757	786	820	853	891
VII.		527	552	573	595	623	651

Head Tennis* \$1,914.40

*The Head Tennis coach will be held at the rate of payment indicated at the Asterisk. If the current coach is replaced or does not have continuous service in the position, the pay schedule will be followed as indicated above for Class IV.

1996-97

YEARS OF EXPERIENCE

Pay Classification			0	1	2	3	4	5
I.	Level	1	\$2,948	\$3,073	\$3,205	\$3,342	\$3,483	\$3,633
		2	2,065	2,154	2,246	2,338	2,437	2,543
		3	1,476	1,537	1,604	1,673	1,739	1,818
II.	Level	1	2,589	2,699	2,818	2,932	3,058	3,190
		2	1,816	1,894	1,971	2,057	2,142	2,232
		3	1,295	1,355	1,407	1,468	1,533	1,596
III.		1,619	1,685	1,758	1,831	1,909	1,992	
IV.	Level	1	1,229	1,284	1,333	1,394	1,452	1,516
		2	862	898	936	975	1,018	1,061
		3	616	642	672	699	728	760
V.		988	1,027	1,073	1,116	1,161	1,213	
VI.		741	773	802	837	871	909	
VII.		538	564	585	607	636	665	

Head Tennis* \$1,952.69

*The Head Tennis coach will be held at the rate of payment indicated at the Asterisk. If the current coach is replaced or does not have continuous service in the position, the pay schedule will be followed as indicated above for Class IV.

1997-98

YEARS OF EXPERIENCE

Pay Classification		0	1	2	3	4	5
I.	Level 1	\$3,007	\$3,135	\$3,270	\$3,409	\$3,553	\$3,706
	2	2,107	2,198	2,291	2,385	2,486	2,594
	3	1,506	1,568	1,637	1,707	1,774	1,855
II.	Level 1	2,641	2,753	2,875	2,991	3,120	3,254
	2	1,853	1,932	2,011	2,099	2,185	2,277
	3	1,321	1,383	1,436	1,498	1,564	1,628
III.		1,652	1,719	1,794	1,868	1,948	2,032
IV.	Level 1	1,254	1,310	1,360	1,422	1,482	1,547
	2	880	916	955	995	1,039	1,083
	3	629	655	686	713	743	776
V.		1,008	1,048	1,095	1,139	1,185	1,238
VI.		756	789	819	854	889	928
VII.		549	576	597	620	649	679

Head Tennis* \$1,991.75

*The Head Tennis coach will be held at the rate of payment indicated at the Asterisk. If the current coach is replaced or does not have continuous service in the position, the pay schedule will be followed as indicated above for Class IV.

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

SCHEDULE C

	1995-96	1996-97	1997-98
Driver Education	15.61	15.93	16.25
Adult Education	16.87	17.21	17.56
Teacher Pay For Substitute Teaching	13.61	13.89	14.17
Department Heads and SEI Coordinator	750.47	765.48	780.79
Department Heads will receive an additional \$600.00 for major curriculum revisions for which they are responsible when completed.			
Approved Credit Hours	69.91	71.31	72.74

**SCHOOL CALENDAR
1995-96**

August 23	First Day For Teachers
August 24	First Day For Students
September 2-4	Labor Day Recess
October 26	End Of First Marking Period
October 27	Teacher Work/Inservice Day No Students
November 23-26	Thanksgiving Recess
December 23 - January 7	Winter Recess
January 12	End Of Second Marking Period
January 15	Teacher Work/Inservice Day No Students
February 12	Teacher Inservice No Students
February 23-27	Winter Break
March 21	End Of Third Marking Period
March 22	Teacher Work/Inservice Day No Students
April 5-14	Spring Recess
May 10	Possible Make-Up Day
May 13	Possible Make-Up Day
May 25-27	Memorial Day Recess
June 12	Last Day For Students
June 13	Last Day For Teachers

Teacher work/inservice days will be 1/2 work day and 1/2 inservice day.

In the event that more than two make-up days are required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

Make-up days will be assigned for the first available scheduled day following the student day that is lost due to weather, etc. A minimum of two day's notice will be given the staff, otherwise the make-up days in the contract will be used as vacation days.

If a scheduled make-up day is not required, it will be a vacation day.

The superintendent may authorize up to 3 early-release days. The decision to do so, and selection of the dates, will be made by the end of the first marking period of the school year, after consultation with the HEA president and/or appropriate committee(s). Students would be dismissed up to 2 hours early each day, though each day may be different. HEA members who participate will remain an equal amount of time beyond the usual school-ending time on that day. Those who do not participate will remain at their buildings until the usual school-ending time.

The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

187 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	45 Days
2nd Marking Period	43 Days
1st Semester	88 Days
3rd Marking Period	44 Days
4th Marking Period	49 Days
2nd Semester	93 Days

**SCHOOL CALENDAR
1996-97**

August 26	First Day For Teachers
August 27	First Day For Students
August 31 -September 2	Labor Day Recess
October 31	End Of First Marking Period
November 1	Teacher Work/Inservice Day No Students
November 28-December 1	Thanksgiving Recess
December 21 - January 5	Winter Recess
January 17	End Of Second Marking Period
January 20	Teacher Work/Inservice Day No Students
February 10	Teacher Inservice No Students
February 21-24	Winter Break
March 20	End of Third Marking Period
March 21	Teacher Work/Inservice Day No Students
March 28-April 6	Spring Recess
May 12	Possible Make-Up Day
May 24-26	Memorial Day Recess
June 13	Last Day For Students
June 14 or 16	Last Day For Teachers

Teacher work/inservice days will be 1/2 work day and 1/2 inservice day.

In the event that more than one make-up day is required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

A make-up day will be assigned for the available scheduled day following the student day that is lost due to weather, etc. A minimum of two day's notice will be given the staff, otherwise the make-up day in the contract will be used as a vacation day.

If a scheduled make-up day is not required, it will be a vacation day.

The superintendent may authorize up to 3 early-release days. The decision to do so, and selection of the dates, will be made by the end of the first marking period of the school year, after consultation with the HEA president and/or appropriate committee(s). Students would be dismissed up to 2 hours early each day, though each day may be different. HEA members who participate will remain an equal amount of time beyond the usual school-ending time on that day. Those who do not participate will remain at their buildings until the usual school-ending time.

The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

188 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	47 Days
2nd Marking Period	43 Days
1st Semester	90 Days
3rd Marking Period	40 Days
4th Marking Period	52 Days
2nd Semester	92 Days

**SCHOOL CALENDAR
1997-98**

August 25	First Day For Teachers
August 26	First Day For Students
August 30 - September 1	Labor Day Recess
October 30	End Of First Marking Period
October 31	Teacher Work/Inservice Day No Students
November 27-30	Thanksgiving Recess
December 20 - January 4	Winter Recess
January 16	End Of Second Marking Period
January 19	Teacher Work/Inservice Day No Students
February 9	Teacher Inservice No Students
February 20-23	Winter Break
March 26	End Of Third Marking Period
March 27	Teacher Work/Inservice Day No Students
April 10-19	Spring Recess
May 23-25	Memorial Day Recess
June 12	Last Day For Students
June 13 or 15	Last Day For Teachers

Teacher work/inservice days will be 1/2 work day and 1/2 inservice day.

In the event that makeup days are required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

The superintendent may authorize up to 3 early-release days. The decision to do so, and selection of the dates, will be made by the end of the first marking period of the school year, after consultation with the HEA president and/or appropriate committee(s). Students would be dismissed up to 2 hours early each day, though each day may be different. HEA members who participate will remain an equal amount of time beyond the usual school-ending time on that day. Those who do not participate will remain at their buildings until the usual school-ending time.

The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

189 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	47 Days
2nd Marking Period	43 Days
1st Semester	90 Days
3rd Marking Period	45 Days
4th Marking Period	48 Days
2nd Semester	93 Days

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HOLLY AREA SCHOOLS PUBLIC NOTICE

EQUAL OPPORTUNITY EMPLOYMENT POLICY 4170

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

GRIEVANCE PROCEDURES FOR TITLE VI OF THE EDUCATION AMENDMENT ACT OF 1972 TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972 SECTION 504 OF THE REHABILITATION ACT OF 1973 POLICY 4175

SECTION I

If any person believes that the Holly Area School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Education Amendment Act of 1972, (2) Title IX of the Education Amendment Act of 1972, and (3) Section 504 of the Rehabilitation Act of 1971, he/she may bring forward a complaint, which shall be referred to as a grievance to the local Coordinators:

Title VI & IX	Section 504
Joan Balthazor Holly Area Schools 111 College St. Holly, MI 48442 313-634-4431	Janet Stack-Miller Holly Area Schools 111 College St. Holly, MI 48442 313-634-4431

SECTION II

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

Step 1

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

Step 2

If the complainant wishes to appeal the decisions of the Coordinator, he/she may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

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

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

Step 4

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

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

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