

June 30, 1976

Holland Board of Education

AGREEMENT
between
BOARD OF EDUCATION
OF THE
SCHOOL DISTRICT OF THE CITY OF HOLLAND
AND
HOLLAND EDUCATION ASSOCIATION

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Holland Public Schools
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Holland Public Schools
Holland, Michigan
1974-76

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This agreement entered into this 1st day of July, 1974, between the Board of Education of the School District of the City of Holland, Michigan, hereinafter called the "Board", and the Holland Education Association, hereinafter called the "Association".

WITNESSETH

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

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Holland Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional certificated personnel employed by the Board, but excluding the following: substitutes not under contract, school psychologists, Board designated administrative personnel, and all other personnel. A list of Board designated administrative personnel will be submitted to the H.E.A. president by September 1.

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

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

BOARD RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of the rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer and determine the size of the work force.
4. Determine the services, supplies, and equipment necessary to continue its operations.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees including health qualifications.
7. Determine over-all goals and objectives as well as the policies affecting the educational programs.
8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities.
9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE III

TEACHER AND ASSOCIATION RIGHTS

A. The Board agrees to observe all the rights given to the Association pursuant to Act 379 of the Public Acts of 1965. This shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws or any other laws and regulations.

B. The Board agrees to provide the Association president with such reports as are available to the Board at the same time they become public information. Any requests for additional information for the Association president or his written designee, not available in published reports, shall be granted at the discretion of the Superintendent. Any request and response shall be in writing and is not grievable.

C. The Board recognizes its responsibility to teachers with respect to the maintenance of control and discipline in the classroom.

ARTICLE IV

PROFESSIONAL NEGOTIATIONS

A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each negotiating team shall not exceed six (6) members in number. The parties mutually pledge that their representatives will be clothed with all necessary powers and authority to make proposals, consider proposals, and arrive at tentative agreement in the course of negotiations.

B. It is recognized that no final agreement between the parties may be executed without ratification by the Association membership and the Board.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures.

ARTICLE V

COMMUNICATIONS

A. The Association is encouraged to express its opinions to the Board with respect to any matter of educational concern.

B. Representatives of the Board and the Association shall meet monthly, September through May, for the purpose of reviewing the administration of the contract and other matters of mutual concern.

Each party shall submit to the other, prior to any scheduled meeting, an agenda covering items to be discussed.

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

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a written claim of an alleged violation of any provision of this agreement.
2. The "grievant" is the person or persons making the claim.
3. The term "days" shall mean consecutive attendance days.

B. PURPOSE

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

Recognizing that there are other potential areas of disagreement which would be non-contractual matters, a communications medium for resolving these problems in the interim between contract negotiations is established.

C. STRUCTURE

1. The Association shall designate an Association Building Representative for each unit and the principal shall be so notified.
2. The Association shall establish a Grievance Committee.
3. The Building Principal or immediate supervisor shall be the administrations representative when the particular grievance arises in a unit.
4. The Board hereby designates the Superintendent as its representative.
5. A grievance shall be filed on a form which is acceptable to the Association and Board.

D. TIME LIMITS

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be compressed or extended, in writing, by mutual consent.
2. If a teacher does not file a written grievance within fifteen (15) days after the act or conditions on which the grievance is based occurred, then the grievance shall be considered waived.
3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits should be deemed to be acceptance of the decision rendered at that level.

E. PROCEDURES

If a teacher feels that he has a grievance, he shall first discuss the matter with his principal or other appropriate administrator. The teacher shall have the right to have an Association representative present to assist him in efforts to resolve the problem informally; use of the Communications medium may be considered at this time.

1. Level One - School Principal

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, he may within fifteen (15) days following the act or conditions on which the grievance is based, present his claim as a formal grievance to his principal or supervisor.
- b. The aggrieved shall submit a copy of the alleged grievance to the superintendent, principal and Association's Grievance Committee.
- c. The principal or supervisor shall within five (5) days render his decision in writing to the aggrieved person.

2. Level Two - Superintendent of Schools

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file his written grievance with the Association's Grievance Committee.
- b. The Grievance Committee has five (5) days following the decision at Level One to refer the grievance to the Superintendent.
- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with a representative of the Association's Grievance Committee for the purpose of resolving the grievance.
- d. The Superintendent shall, within five (5) days after the hearing, render his decision in writing to the aggrieved person, with a copy to the Association's Grievance Committee.

3. Level Three - Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may file the grievance again with the Association's Grievance Committee for appeal to the Board of Education.
- b. The Association's Grievance Committee has ten (10) days following the Level Two decision to refer the appeal to the Board of Education.
- c. The Board of Education shall, within ten (10) days after receipt

of the appeal, meet with the aggrieved person and with the representatives of the Association's Grievance Committee for the purpose of reviewing the grievance.

- d. The Board shall, within five (5) days after such meeting, render its decision in writing to the aggrieved person, with a copy to the Association's Grievance Committee.

4. Level Four

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date of the decision following the meeting provided for in Step Three above.

Powers of the Arbitrator

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

- a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. He shall have no power to establish salary scales or change any salary.
- c. He shall have no power to rule on any of the following:
 1. The termination of services of or failure to reemploy any probationary teacher.
 2. The placing of a non-tenure teacher on a third year of probation.
 3. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.
 4. Any claim of complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).
 5. Any matter involving teacher evaluation.
- d. He shall have no power to change any practice, policy or rule

of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

- e. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide, in rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability of said dispute.
- g. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Board.
- h. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
- i. Claim for Back Pay
The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed.
 - 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
 - 2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE VII

TEACHING HOURS

A. TEACHING DAY

1. All elementary teachers shall arrive for duty at their respective schools not later than one-half hour prior to the beginning of school in the morning. They shall remain for one-half hour after the regular afternoon dismissal time of the building in which they teach.

A duty free lunch period of forty-five minutes shall be provided.

2. All junior high school teachers shall arrive for duty not later than fifteen minutes prior to the beginning of school in the morning. They shall remain for one-half hour after the regular afternoon dismissal time. A duty free lunch period of forty-five minutes shall be provided.
3. All senior high school teachers shall arrive for duty not later than fifteen minutes prior to the beginning of school in the morning. They shall remain fifteen minutes after the regular afternoon dismissal time. A duty free lunch period shall be provided.
4. If modifications of the teaching day outlined above become desirable, the Board shall negotiate such modifications with the Association.

B. ELEMENTARY PREPARATION TIME

1. With the consent of the principal, elementary teachers may use for preparation all the time during which their classes are receiving instruction from the various teaching specialists.
2. Elementary specialists, excluding art specialists, shall be provided one hour of office time per week. Art specialists shall be provided one afternoon of office time per week.

C. SECONDARY TEACHER ASSIGNMENTS

1. The standard teaching load for secondary teachers shall be five classes, a homeroom or guidance assignment, and a preparation or conference period.
2. Teachers shall not be assigned, except in emergency or for good cause, to subjects and/or grades outside the scope of their teaching certificate or qualifications. Final determination of "good cause" shall be made by the administration after consultation with the teacher involved and is not grievable. Such assignments shall not extend beyond one(1) year unless mutually agreed upon between the teacher and the building administrator.

D. PUPIL-TEACHER RATIO

1. In keeping with the philosophy of the Holland Public Schools for quality education, the Holland Education Association and the Board of Education agree that insofar as funds are available an effort will be made to establish a desirable pupil-teacher ratio.
2. In those classes which involve the integration of Special Education students into the regular program, an effort will be made to provide a favorable pupil-teacher ratio, using state recommendations as a guide. Teachers opposed to such integration are encouraged to request a transfer to another building.

ARTICLE VIII

VACANCIES AND TRANSFERS

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

A. Teachers who desire a transfer or change of assignment may make desires known on the annual questionnaire or by letter to the Assistant Superintendent/Personnel. Such requests will be acknowledged in writing and must be renewed each year on or before March 1.

B. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by posting written notice of such vacancy for at least ten (10) days before filling such vacancy. Copies of such notices will be sent to the Association president. Such notices shall contain procedures for application and qualifications required.

C. Vacancies shall be filled with qualified personnel. The Board declares its intention to give full consideration to present staff members who have indicated a desire for a change of assignment according to Paragraph B of this section. Such applicants will be notified in writing within ten (10) days after the position is filled.

ARTICLE IX

LEAVES OF ABSENCE

A. SICK LEAVE

1. Every full time teacher shall be granted for the first full fiscal year of employment fifteen (15) days of sick leave with pay and ten (10) days for each succeeding full fiscal year subject to the limitations provided hereinafter.
2. Sick leave is earned and credited at the rate of ten (10) days per year accumulative to one hundred (100) days. Previously accumulated leave plus ten (10) days shall be credited at the beginning of each school year for all full time teaching personnel. Equitable adjustments will be made for part time personnel.
3. Sick leave time may be used for absence from duty because of personal illness or injury. Absence with pay for illness or injury in the immediately family may not exceed three (3) days per school year, but such time shall be deducted from sick leave.

The Board agrees to hold the Association harmless for any losses incurred by the Association in a final judgment rendered by a court having jurisdiction of the matter based upon a claim that sick leave time may be used for absence as a result due to pregnancy as distinguished from a disability due to "illness or injury" as set forth above.

4. If it is believed by the Board, or its agents, that any teacher has abused any portion of the leave policy, the Board may require a teacher to submit to a physical or mental examination by a physician acceptable to the Board to determine whether sick leave is warranted. Such requested examination will be at the Board's expense. If the belief is well founded, the Board will charge the teacher one day's salary for each day absent. Abuse of leaves will be grounds for disciplinary action including loss of pay, suspension and/or dismissal.

B. EMERGENCY LEAVE

1. Leaves of absence for emergencies, bereavement, and other personal situations which necessitate a teacher's absence may be granted without loss of pay at the discretion of the Superintendent, provided such request is made with reasons given. All requests shall be in writing and submitted prior to the beginning of the leave when appropriate. Day(s) granted in accordance with this paragraph will be deducted from accumulated sick leave. Teachers who are absent or tardy because of adverse weather conditions do not qualify for emergency leave and are subject to loss of pay for this absence or tardiness.
2. A teacher subpoenaed to give testimony, except in his own defense,

may be released from teaching duties and may not have such days deducted from sick leave. Said teacher will not receive more than his per diem teacher pay. If fully exonerated, a teacher testifying in his own defense will receive his full rights and responsibilities under the contract.

C. EXTENDED LEAVE

A leave of absence of one (1) school year, as defined by a particular school calendar, shall be granted to tenure teachers upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; peace corps or other teaching corps as a full time participant in such program related to his professional responsibilities, provided said teacher states his intention to return to the school system. Leaves shall also be granted to any teacher upon application, for the purpose of engaging in study at an accredited college or university, or military leave.

These leaves are granted subject to the following:

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

D. MATERNITY LEAVE

Maternity leaves may be granted for a period up to one school year,

subject to the following conditions:

1. Requests for such leave must be made in writing to the Superintendent at least sixty (60) days prior to the beginning of such leave.
2. Any teacher on such leave shall neither accumulate nor draw sick leave or participate in Board granted fringe benefits until again employed by the Board.
3. Upon returning from such leaves, the teacher may be assigned to her former position only if that position is vacant; otherwise the teacher will be assigned to a position consistent with her certification. The teacher will be placed on the salary schedule one step higher than when the leave was granted if the leave commences on or after the beginning of the second semester and includes the summer
4. For continuity of education, teachers are urged to plan their return to coincide with the beginning of a grading period.

E. ACCUMULATED LEAVE

1. All accumulated leave time shall terminate upon severance or suspension of employment. However, if alleged contract or discipline violations which prompted severance or suspension prove to be unwarranted, all accumulated leave due said teacher shall be reinstated.
2. All accumulated leave time shall terminate with the conclusion of the school year in which a teacher attains his 65th birthday. Thereafter, any teacher employed on a year-to-year basis shall be entitled to ten (10) sick leave days annually which are non-accumulative.

F. PROFESSIONAL LEAVE

1. The Board wishes to encourage improvement in professional knowledge and competence for staff members. To that end, the Board will contribute \$35.00 per teacher, per year, to the Professional Leave Fund.
2. Request for taking leave to attend conferences and other professional days shall be made through the principal or department chairman using the Conference-Convention Application Form.
3. A maximum of \$35.00 per day shall be allowed for leaves and/or transportation time.
4. Money for conference or conventions that are reimbursable shall not be drawn from conference money pool, however the same form for application to attend conferences shall be used.
5. Conferences attended outside the normal school day or on weekends or during the summer shall not be counted as part of the number of days allowed.

6. The maximum number of days allowed for professional leaves per year for each teacher shall be four (4) days, with a maximum expenditure of \$105.00.

G. LEAVE DAYS

Each teacher shall have the right to one (1) leave day per school year without pay for the life of this agreement. Salary loss for this leave day shall be computed on a per diem basis. No leave days shall be granted for school days immediately before and after holidays and vacations.

H. CLOSING OF SCHOOLS

If an emergency and/or act of God necessitates the closing of the Holland Public Schools, teachers will not have to report to their assigned buildings. Every effort will be made to make such public announcements of school closing by 7:00 A.M.

I. JURY DUTY

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

ARTICLE X

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board will make every effort to employ certified teachers.
- B. CREDIT FOR TEACHING AND RELATED EXPERIENCE
1. A teacher upon being employed by the Board shall be placed on the salary schedule on the basis of one year of credit for each year of teaching experience.
 2. The teacher who has related work experience may be given up to five (5) years of credit for said work experience.
 3. Ten (10) years of teaching experience credit shall be the maximum allowed a newly appointed teacher.
- C. ASSIGNMENTS
1. The inclusion of any extra duty assignment on the pay scale of this contract merely enumerates the compensation for the assignment if it is made by the Board. Specifically, this contract does not include any obligation on the part of the Board to make such assignments. Acceptance of such assignments is voluntary. However, it shall be the Association's responsibility to assist the Board when no applications for extra duty assignments are received.
 2. Every effort will be made to notify teachers of assignments and changes at the earliest possible time.
 3. Extra pay duty assignments shall be made in writing prior to the beginning of the activity. Such positions will be considered vacant annually with appointments made by the building principal with the consent of the Superintendent.
 4. Department chairpersons, elementary representatives, and elementary band and orchestra directors shall be appointed by the Assistant Superintendent/Instruction.
- D. When there is reason to question the physical and/or mental health of a teacher, the Board may require the teacher to submit to a physical and/or mental examination by a physician acceptable to the Board. Such requested examination will be at the Board's expense. Examination results may be used to determine grounds for suspension or termination of employment.

ARTICLE XI

CURRICULUM DEVELOPMENT

A. DEPARTMENT CHAIRPERSONS

The Board recognizes the need for reimbursed department chairpersons. The Board reserves the right to leave these positions vacant when it believes conditions warrant this decision.

Subject to the above statement, department chairpersons and vice chairpersons will be appointed as follows:

1. The English, mathematics, social studies, language, science, business and industrial arts departments will have chairpersons who will function at the secondary level.
2. The art, music, physical education, and instructional media departments will have chairpersons who serve on a kindergarten through twelfth grade basis.
3. The English, mathematics, social studies and science departments will have a chairperson and a vice chairperson, one serving at the junior high school level and the other at the senior high school level.
4. The music department shall have a chairperson and two (2) vice chairpersons. The selected persons will provide leadership and coordinate the activities within the vocal, instrumental, and orchestra programs.
5. Department chairpersons and/or vice chairpersons shall be appointed annually by the Assistant Superintendent/Instruction with the approval of the Board. Each department chairperson will serve on the Instructional Council.
6. Compensation for chairpersons and vice chairpersons shall be paid on a 60/40 basis. Compensation for music department chairperson and two (2) vice chairpersons shall be on a 40/30/30 basis.

B. INSTRUCTIONAL COUNCIL

Teachers, administrators, and Board recognize that all school instructional programs need continued study and evaluation. The Board shall, therefore, form an Instructional Council.

The following define the composition, duties, and authority of this Council:

1. The Council shall be composed of teachers and administrators.

2. Department Chairpersons shall be members of the Council.
3. Four elementary teachers, one from each of the following levels: kindergarten, lower, middle, and upper, shall be appointed by the Assistant Superintendent Instruction, as members of the Council.
4. The Assistant Superintendent Instruction shall be chairperson of the Council.
5. The Council shall serve in an advisory or consultant capacity to the Board and administration.
6. The Council shall formulate and establish rules for conducting the meetings subject to the approval of the administration.
7. Minutes of each Council meeting shall be recorded.
8. All Council recommendations will be presented to the Board when endorsed by the administration.
9. The Council shall meet at least once a month during the school year. Proposed agenda items must be submitted to the Assistant Superintendent Instruction one (1) week prior to the meeting date.
10. Subject to the approval of the Board and the Executive Board of the Association, the Council may make necessary and desirable changes in its composition, duties, and authority.

ARTICLE XII

PROFESSIONAL DUES/FEES/PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or has applied for membership may sign and deliver to the Board by the third (3rd) Friday of September, on forms provided, an assignment authorizing deductions of membership dues in the H.E.A., M.E.A., AND N.E.A. Such authorization shall continue in effect from year to year unless revoked in writing between June one (1) and September one (1), of any year. Pursuant to such authorization, the Board shall deduct 1/20 of such dues from each regular salary check of the teacher for twenty (20) consecutive pays, beginning in October. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June. A monthly check shall be sent to the H.E.A. and M.E.A.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for Northwestern Mutual Tax Sheltered Annuity, _____, Ottawa County School Employees Credit Union, Holland United Way, and other fringe benefits as negotiated.
- C. The annual contractual salary shall be paid in twenty-six (26) equal payments, payable bi-weekly, beginning the second Friday following Labor Day. When special needs exist written application for the entire accumulated summer pay may be submitted to the Assistant Superintendent/Personnel. This application shall be submitted by May 1. Payment, if approved, will be made on the pay date following the last work day of the school year as defined by the school calendar.
- D. Selection of fringe benefit alternatives must be authorized by the teacher, in writing, prior to the 4th Friday in September, on forms provided.
- E. Check off authorizations and insurance alternatives shall not be changed during the school year except (1) where new or additional check off is requested to meet new loan obligations; or (2) insurance coverage is to be modified as a result of the teacher's changed family status.

ARTICLE XIII

PROFESSIONAL CONDUCT AND DISCIPLINARY PROCEDURES

- A. The Board may adopt rules and regulations not in conflict with the terms of this agreement governing the professional conduct of teachers and agrees to make such rules and regulations available to teachers.
- B. The Board and the H.E.A. recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession and the Holland School District. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include but are not limited to abuse of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board rules, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement.
- C. Disciplinary action shall be defined as any written warning, written reprimand, suspension, discharge, and/or reduction in compensation.
- D. Before any meeting is called at which disciplinary action will be taken, the teacher shall be notified and shall be entitled to have present a representative of the Association.
- E. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to a written warning by the Administrator, the findings and decisions of the Administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher.
- F. Any teacher who wishes to take exception to a written reprimand must respond in writing and shall present a copy of the letter to his building principal, the Superintendent, or his designee. Such response shall be placed in the teacher's personnel file.
- G. No tenured teacher shall be reduced in compensation, reprimanded, or dismissed except for reasonable cause.
- H. No non-tenured teacher shall be reduced in compensation or reprimanded except for reasonable cause.

ARTICLE XIV

TEACHER AND ASSOCIATION RESPONSIBILITIES

- A. Teachers shall be at their work station for the days contracted except as otherwise permitted by this Agreement. Any unexcused absence will result in an entry to that effect in the teacher's personnel file, with notice thereof to the teacher, and may be cause for disciplinary action up to and including dismissal.

- B. Teachers shall be expected to attend faculty meetings, departmental meetings and conferences as prescribed by the administration.

- C. Because the educational process is not confined to the school day, the Board and Association recognize that teachers should participate in extra-curricular activities and responsibilities. The importance of this area is such that the parties agree that participation shall become a part of the evaluation process. Teachers shall be expected to attend P.T.O. meetings, open houses, fun nights, parent-teacher conferences, and other evening meetings which by their nature require teacher presence.

- D. All teachers in the Holland School District shall furnish evidence of freedom from communicable tuberculosis by October 1 of each school year. Failure to provide such evidence may result in disciplinary action. Acceptable statements of evidence may date back no further than December 1 of the preceeding year.

ARTICLE XV

TEACHER EVALUATION

- A. The Association recognizes that the Board has the right to develop procedures for evaluating all teachers. During the life of this agreement a joint committee of teachers and administrators will review the evaluation instrument.

- B. Evaluations shall be conducted by building principals and/or full time administrators. At least one of the evaluations shall be conducted by the teacher's building principal or assistant principal. Written evaluations shall be based on actual work site visitations and on a teacher's professional performance as it relates to the educational program of the school.

- C. The evaluation of all teachers shall be in writing. Within ten (10) days following the last observation a copy of the written evaluation shall be submitted to the teacher during a personal interview at which time suggestions for improvement in areas of low evaluation shall be presented to the teacher. One copy of the evaluation shall be returned to the Assistant Superintendent/Personnel for placement in the teacher's personnel file, the other copy to be retained by the teacher. If a teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.

- D. Probationary teachers shall be evaluated three (3) times during the school year. One evaluation shall be completed prior to each of the following dates: November 1, January 15, and March 10.

- E. Tenure teachers shall be evaluated at least every third (3rd) year. These evaluations shall be completed by March 10.

ARTICLE XVI

REDUCTION OF CERTIFIED PERSONNEL

- A. The Board and the Association recognize the possibility that the financial condition of the schools at a given time could necessitate a curtailment of program on the part of the Board, including a reduction of certified personnel. The parties also recognize that such determinations are within the exclusive discretion of the Board. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure, based upon program needs, will be utilized by the Board or its designated representative:
1. Specially-certificated teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid off teachers.
 2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid off teachers.
 3. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors: Certification, qualifications, background and attainments, experience, past performance, attendance, evaluations, and length of service. In the event all factors are considered to be equal by the Board, then length of service shall be the determining factor.
 4. Definitions:
Certification: Possessing a provisional or permanent certificate appropriate to the teaching level.
Qualifications: Possessing a major or a minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards.
- B. After a reduction of teachers, as outlined above, if there are teaching positions that become vacant, laid off teachers who are certified and qualified will be given the first opportunity to fill such positions. In the event two or more teachers are certified and qualified, the order of priority shall be to the teacher who is considered by the Board to be the most qualified and fully-capable to fill such position.
- C. In determining what constitutes "most-qualified and fully-capable", the Board shall utilize the factors set forth in Section A-3 in this article.

- D. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- E. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this provision. It is intended that this provision takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this provision.
- F. Except in the event of an emergency, all teachers to be laid off shall be given at least sixty (60) days written notice. The official action of the Board of Education at a public meeting shall constitute written notice.

ARTICLE XVII

CALENDAR

The regular school year for 1974-75 and 1975-76 shall be 180 student attendance days and four (4) teacher days. (Appendix A)

The 1974-75 and 1975-76 calendars will include the following:

- a. 184 total days
- b. 180 student days
- c. 4 teacher days
- d. School to begin day after Labor Day
- e. Two weeks Christmas Vacation (10 teaching days)
- f. One week Spring Vacation

ARTICLE XVIII

PROFESSIONAL COMPENSATION

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

- A. Salary 1974-75 - Appendix B
1975-76 - Appendix C
- B. Fringe Benefits - Appendix D
- C. Extra Pay for Extra Duties - Appendix E
- D. Miscellaneous Schedules - Appendix F

ARTICLE XIX

TERMINATION CLAUSE

This agreement shall be effective as of July 1, 1974, and until June 30, 1976. The terms of this agreement shall continue unchanged for the life of this agreement.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their authorized representatives as of the _____ day of _____, 1974.

HOLLAND EDUCATION ASSOCIATION

By Wayne Klomparens
President

By Donald Johnson
Secretary

By Kenneth Taylor
Chairman, Negotiating Committee

By Bernard Allen
Member, Negotiating Committee

By Richard Ryzenga
Member, Negotiating Committee

By Barbara Magsig
Member, Negotiating Committee

HOLLAND BOARD OF EDUCATION

By James O. Lamb
President

By Robert Gosselar
Vice President

By Katherine S. MacKenzie
Secretary

By Charles L. Bradford, Jr.
Treasurer

By A. James Prins
Trustee

By John Amaya
Trustee

By Deanna De Pree
Trustee

APPENDIX A

SCHOOL DISTRICT OF THE CITY OF HOLLAND

Holland, Michigan

CALENDAR FOR 1974-75 SCHOOL YEAR

September 2 (Monday)Labor Day
September 3, A.M. (Tuesday)Pre-School Building Meetings
September 3, P.M. (Tuesday)9th Grade Students
East Unit High School Students
September 4, A.M. (Wednesday)All Elementary Students
7th Grade Students
September 4, P.M. (Wednesday)8th Grade Students
West Unit High School Students
September 5 and 6Classes all day for all
students
November 28 and 29 (Thursday & Friday). .Thanksgiving Vacation
December 20 (Friday) 4 P.M.Christmas Vacation Begins
January 6, 1975 (Monday).Classes Resume
January 24 (Friday)End of First Semester
March 27, (Thursday) 4 P.M..Spring Vacation Begins
March 28, (Friday).Good Friday
April 7, (Monday)Classes Resume
May 26, (Monday).Memorial Day
June 8, (Sunday).Baccalaureate
June 12, (Thursday)Commencement
June 12, (Thursday)End of Semester

SCHOOL DISTRICT OF THE CITY OF HOLLAND
Holland, Michigan

	M	T	W	T	F		M	T	W	T	F			
S E P T E M B E R	LD	TC	TC				F E B R U A R Y							
	2	3	4	5	6	2		3	4	5	6	7	5	
	9	10	11	12	13	5		10	11	12	13	14	5	
	16	17	18	19	20	5		17	18	19	20	21	5	
	23	24	25	26	27	5		24	25	26	27	28	5	
	30					1	3	4	5	6	7	5		
O C T O B E R		1	2	3	4	4	M A R C H	10	11	12	13	14	5	
	7	8	9	10	11	5		17	18	19	20	21	5	
	14	15	16	17	18	5		24	25	26	27	28	4	
	21	22	23	24	25	5		SV						
	28	29	30	31		4		31						
							SPRING VACATION							
								1	2	3	4			
N O V E M B E R					1	1	A P R I L	7	8	9	10	11	5	
	4	5	6	7	8	5		14	15	16	17	18	5	
	11	12	13	14	15	5		21	22	23	24	25	5	
	18	19	20	21	22	5		28	29	30			3	
	25	26	27	TV	TV	3						1	2	2
			28	29										
D E C E M B E R	2	3	4	5	6	5	M A Y	5	6	7	8	9	5	
	9	10	11	12	13	5		12	13	TT	TT	15	16	5
	16	17	18	19	20	5		19	20	21	22	23	5	
	CHRISTMAS		VACATION					MD						
	23	24	25	26	27			26	27	28	29	30	4	
	CV	CV												
	30	31					J U N E	2	3	4	5	6	5	
	CHRISTMAS	VACATION						9	10	11	TC	12 ES	3	
		1	2	3										
J A N U A R Y	6	7	8	9	10	5								
	13	14	15	16	17	5								
	20	21	22	23	TC	4								
	27	28	29	30	24ES	4						89		
						5								

LD - Labor Day
TC - Teacher Conference
TV - Thanksgiving Vacation
CV - Christmas Vacation
ES - End of Semester
GF - Good Friday
SV - Spring Vacation
MD - Memorial Day
TT - Tulip Time

APPENDIX B

SALARY SCHEDULE

1974-75

<u>B.A.</u>		<u>M.A.</u>		<u>M.S.W. & Ed.S.</u>		<u>Ph.D. & Ed.D.</u>	
1.	\$9,140	1.	\$ 9,680	1.	\$10,210	1.	\$10,480
2.	9,560	2.	10,170	2.	10,700	2.	10,940
3.	9,970	3.	10,660	3.	11,170	3.	11,410
4.	10,380	4.	11,150	4.	11,650	4.	11,880
5.	10,790	5.	11,640	5.	12,130	5.	12,340
6.	11,210	6.	12,140	6.	12,610	6.	12,800
7.	11,630	7.	12,630	7.	13,090	7.	13,270
8.	12,040	8.	13,130	8.	13,570	8.	13,730
9.	12,460	9.	13,610	9.	14,050	9.	14,200
10.	12,870	10.	14,100	10.	14,520	10.	14,670
11.	13,290	11.	14,600	11.	15,010	11.	15,130
12.	13,710	12.	15,090	12.	15,490	12.	15,590
		13.	15,590	13.	15,960	13.	16,050
				14.	16,450	14.	16,520
						15.	16,990

APPENDIX C

SALARY SCHEDULE

1975-76

<u>B.A.</u>	<u>M.A.</u>	<u>M.S.W. & Ed.S.</u>	<u>Ph.D. & Ed.D.</u>
1. \$9,370	1. \$ 9,920	1. \$10,470	1. \$10,740
2. 9,800	2. 10,420	2. 10,970	2. 11,210
3. 10,220	3. 10,930	3. 11,450	3. 11,700
4. 10,640	4. 11,430	4. 11,940	4. 12,180
5. 11,060	5. 11,930	5. 12,430	5. 12,650
6. 11,490	6. 12,440	6. 12,930	6. 13,120
7. 11,920	7. 12,950	7. 13,420	7. 13,600
8. 12,340	8. 13,460	8. 13,910	8. 14,070
9. 12,770	9. 13,950	9. 14,400	9. 14,560
10. 13,190	10. 14,450	10. 14,880	10. 15,040
11. 13,620	11. 14,970	11. 15,390	11. 15,510
12. 14,050	12. 15,470	12. 15,880	12. 15,980
	13. 15,980	13. 16,360	13. 16,450
		14. 16,860	14. 16,930
			15. 17,410

The Holland Board of Education shall pay the Michigan Public School Employee Retirement Fund contribution on salaries and wages for the 1975-76 school year.

FRINGE BENEFITS

A. The Board shall pay for the annual required TB test and shall determine the time, place, and physician. The Board's obligation is limited to the TB test provided by the school district.

B. The Holland Board of Education will provide Full Family Health Insurance through either MEESA Super Med or Blue Cross/Shield for all eligible members of the bargaining unit and their eligible dependents. Coverage will commence October 1 of each year of this agreement and continue for a full twelve (12) month period for all employees who complete the terms of their teaching contract. Employees who are insured under a spouse's insurance program are eligible for the equivalent of a single subscriber premium.

EXTRA PAY FOR EXTRA DUTIES

Compensation is based on the B.A. base salary of this contract. These assignments are one year non-tenure appointments.

<u>ATHLETICS</u>	<u>Percent of Base</u>
Athletic Director - High School	11 + 2 periods
Varsity Football	17
Varsity Assistant	10
Varsity Assistant	10
Junior Varsity	10
Junior Varsity Assistant	8
Varsity Basketball	17
Junior Varsity Basketball	10
Varsity Track	11
Varsity Track Assistant	7
Varsity Track Assistant	7
Varsity Baseball	11
Varsity Assistant Baseball	7
Cross Country	7
Tennis	9
Golf	8
Varsity Swimming (Boys)	13.5
Varsity Swimming (Girls)	9
Wrestling	13.5
Assistant Wrestling	7
Gymnastics	9
Ticket Manager	5
Girls Varsity Tennis	6
Senior High Girls Varsity Basketball	5
Senior High Girls J.V. Basketball	4
Junior High Athletic Director	9
9th Grade Football	8
9th Grade Ass't Football	6
8th Grade Football	6
8th Grade Ass't Football	5
9th Grade Basketball	8
8th Grade Basketball	6
7th Grade Basketball	6
Gymnastics	6
Junior High Wrestling	6
Junior High Swimming	6
Tennis	6
Track	6
Assistant Track	4
7th Grade Girls Basketball	3
8th Grade Girls Basketball	3
9th Grade Girls Basketball	4
Junior High Girls Swimming	5
<u>ACTIVITIES</u>	
G.A.A.	4
Athletics Sisters	4
Dutch Dance	7
Debate	4
Senior High Plays (2)	6

<u>ACTIVITIES - Cont'd</u>	<u>Percent of Base</u>
Forensics	3
Senior High Cheerleading	3
Senior High Intramural	7
Junior High Cheerleading	3
<u>MUSIC</u>	
H.S. Band Director	9
High School Orchestra	7
High School Vocal Music	7
7th Grade Band	3
8th Grade Band	3
9th Grade Band	3
Stage Band	4
Junior High Orchestra	3
Elementary Band	4
Elementary Orchestra	4
Junior High Vocal Music	3
Senior High Musical Production	2
<u>ADVISORS</u>	
*Senior Class	8
*Junior Class	4
*Sophomore Class	3
Boomerang	10
Herald	8
Echo	4
HiLites	5
Performing Arts Center Supervisor	11
Safety Patrol	2
<u>DEPARTMENT CHAIRMEN</u>	
Elementary Representatives	1
*Music	8
Industrial Arts	7
*Science	8
Art	7
Foreign Language	6
*English	8
*Social Studies	8
*Mathematics	8
Business Education	5
Physical Education	8
Media Chairman	5

*The percentages assigned represent total amounts to be distributed among class advisors and co-chairmen.

MISCELLANEOUS SCHEDULES

SUMMER PROGRAMS AND/OR ADULT EDUCATION

Summer school employees shall be paid on the basis of the preceeding school year's salary schedule as outlined below:

1. B.A. base pay divided by 182 days equals per diem pay.
2. Per diem pay divided by seven (7) equals hourly rate.
3. Maximum hourly rate can be achieved in five years with 5% increase annually.
4. No transfer credit will be accepted.
5. Advancement on the schedule will occur within a given program only.

TRAVEL ALLOWANCE

1. During the 1974-75 school year allowance for out of town travel will be paid at the rate of 12¢ per mile and at the rate of 13¢ per mile during the 1975-76 school year. Mileage shall be figured from post office to post office.
2. Itinerant teachers within the district shall receive an annual car allowance of \$125.00 plus 12¢ per mile during the 1974-75 school year and 13¢ per mile during the 1975-76 school year as per policy.

LONGEVITY SALARY

A longevity salary of \$300.00 per year will be paid teachers who are on the 20th step of the salary schedule, with the following conditions:

1. Six semester hours of graduate credit is earned after September 1, 1974, but prior to September 1 of the year in which the longevity salary is to be paid.
2. The proposed six hours of graduate credit shall be approved by a committee of administrators prior to enrollment in the courses selected.
3. To maintain the \$300.00 longevity salary, six semester hours of graduate credit must be earned during any five year period with September 1 of each year the cutoff date.

SUMMER WORKSHOP

Summer workshop participants shall be paid at the rate of \$5.00 per hour.

ADDITIONAL ASSIGNMENTS

1. Teachers who are asked to teach all or part of a class when the regular teacher is absent and a substitute teacher is not immediately available will be paid at the rate of .1% of the B.A. base salary per hour.
2. Compensation for additional assignments at the secondary level shall be paid at the rate of 1/6 of the teacher's salary for each additional assignment.