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Amended 6/30/99
6/30/2000

Master Agreement

between the

Ingham Clinton Education Association

and the

Board of Education

of the

Holt Public Schools

July 1, 1997 – June 30, 1999

Holt Public Schools

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HOLT EA MASTER AGREEMENT 1997-99

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This Agreement is made and entered into this 1st day of July, 1997, by and between the Board of Education, Holt Public Schools, hereinafter referred to as the Board and the Ingham Clinton Education Association, MEA-NEA and its local affiliate, the Holt Education Association, hereinafter referred to as the Association.

ARTICLE I: Purpose and Intent

- A. The Board and the Association recognize that their joint objective is to provide a quality education to the students in the District; and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration to maintain a desirable educational atmosphere.
- B. Being engaged in a mutual endeavor in the public interest, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.
- C. In recognition of the foregoing, and pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment for all individuals included in the bargaining unit as defined in Article II and who are covered hereby, insofar as such matters are not controlled by applicable Michigan Laws, such laws superceding anything which may be contained herein.

ARTICLE II: Recognition

- A. The Board hereby recognizes the Ingham Clinton Education Association, MEA-NEA as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all certificated personnel or professional personnel employed by the Holt Public Schools, whether on contract or on a per diem, hourly or a class rate basis including school nurses and long-term substitutes employed in the same position for the same bargaining unit member for a period of at least 150 days, but excluding all other substitutes, adult education personnel, supervisory and executive personnel, office-clerical personnel, and maintenance and operating employees.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the bargaining unit as above defined.
- C. The term "Board" shall include its officers and agents.
- D. All references in this Agreement to masculine gender shall include the feminine gender and vice versa.

ARTICLE III: Board Rights and Responsibilities

- 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 upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; to reduce the number of bargaining unit members employed; and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of bargaining unit members and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.
- 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 by and subject to the specific and express terms of this Agreement.

ARTICLE IV: Association Rights and Responsibilities

- A. The Association, on its own and its individual members' behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States.
- B. The Association shall have the right to use school building facilities for business purposes as follows:
1. After school hours when a custodian is on regular duty and at times which do not interfere with regularly scheduled school activities.
 2. Authorization shall be requested through the building principal prior to use when the utilization is before 3:30 p.m. After that hour, authorization shall be in accordance with Policy A1310 (Community Use of School Facilities and Equipment).
 3. Miscellaneous:
 - a. The use of school mail boxes for official Association business.

- b. A bulletin board in the staff room for Association use.
 - c. Requests for use of other school equipment shall be made through the building principal in advance of the utilization in accordance with Policy A1310 (Community Use of School Facilities and Equipment).
- C. Duly authorized representatives of the Michigan Education Association or the National Education Association may have access to school facilities during normal school hours. In all cases of such visits, said representatives will report to the school office to announce their presence. Their activity shall not interfere with the instructional program.
- D. All regularly scheduled meetings of the Association shall be held after school on Mondays. The Association shall notify the Board of scheduled meetings and of the bargaining unit members who will be involved. It is understood that while Mondays are thus reserved for Association meetings, that other meetings may be held on Mondays which do not involve bargaining unit members scheduled for Association meetings. Emergency situations take precedence over any other Board or Association meetings regardless of when scheduled.
- E. Association announcements will be permitted after building faculty meetings are completed.
- F. The Board will furnish to the Association any available public information pertinent to collective bargaining concerning the financial resources of the District, purposes, allocations and other public information which will assist the Association in developing accurate and constructive programs on the behalf of the bargaining unit. The Association may make reports and recommendations to the Board regarding such matters if the Association wishes to do so. Public information which is necessary for the Association to process grievances will be made available. One copy shall be furnished. Original records shall be examined only in the Board office.

ARTICLE V: Teacher Rights and Responsibilities

- A. Bargaining unit members shall have access to their personnel files which are located in the Personnel Office. Such access shall be in accordance with state law. Said access shall be in the presence of the Assistant Superintendent for Personnel or his/her designee. A person of the bargaining unit member's choosing may be present, if requested. Written acknowledgment of the review shall follow each inspection.
- B. Complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention in writing at the earliest possible time, but within five (5) working days if a permanent record is made of such complaint.
- C. Bargaining unit members may request the presence of an Association Representative when being reprimanded, warned or disciplined subject to the provisions of section D of this Article.
- D. Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members without the presence of an Association Representative. The Association recognizes the need for a building principal to carry out responsibilities related to Board policy, the terms of the Master Agreement and for the exercise of good judgment by bargaining unit members. These functions of the principal are entirely separate from the bargaining unit member evaluation

procedure thus, the building principal confers with bargaining unit members. Such contacts including commending, praising, questioning, suggesting, directing, reminding and correcting shall be termed casual and will not include the presence of an Association Representative.

1. If any verbal communication is intended by the administrator to be an oral reprimand which will be the basis for further disciplinary action, or if a written reprimand is to be issued in connection with the verbal communication, this intent shall be expressly stated as such, and the bargaining unit member shall be given a reasonable opportunity to request the presence of an Association Representative as an observer. No written reprimands shall be issued without verbal communication regarding the incident prior to or at the time of issuing the reprimand.
2. The bargaining unit member will be provided with a copy of the written reprimand signed by the administrator issuing it before same is placed in the bargaining unit member's personnel file. The bargaining unit member may submit any written statement, signed by the bargaining unit member, which s/he wishes included in the record.
3. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the professional grievance procedure set forth elsewhere in this Agreement.

E. The Board recognizes the responsibility to continue to give administrative backing and support to its bargaining unit members leading to the attainment of an environment in the classroom which will enable the teacher best to perform his/her primary responsibility: the offering of desirable learning experiences. The teacher shall report to the principal the names of students who seem to need particular assistance of skilled personnel and those who are disruptive to the classroom environment and prevent the teacher from offering desirable learning experiences. The teacher will submit a written statement of the nature of the problem, including the facts causing the teacher to file the report as well as a summary of the action of the teacher to correct the situation. In both the case of particular assistance needed and the case of disruptive behavior, the situation will be studied and alleviated by school officials. In these cases, the teacher will be given a progress report within ten (10) school days and a report of final action taken as soon as possible.

F. Any case of assault upon a bargaining unit member which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designee. In the event of such an assault, the Board will provide legal advice if the bargaining unit member requests it.

No charge shall be made against a bargaining unit member's salary or leave time in case of time lost because of court appearances involving incidents stated in the paragraph above.

G. Bargaining unit members are required to comply with rules, regulations and directions, from time to time adopted by the Board, or its representatives provided that they are not inconsistent with the provisions of this Agreement. The appropriate school administrator shall be informed of any situation where compliance with such rules, regulations and directions would create an immanent hazard to health or safety. The administrator shall take any action necessary.

H. A bargaining unit member shall not be reprimanded, disciplined or evaluated for activities as a member of the Association.

- I. No bargaining unit member shall be disciplined without just cause; however, this shall not be interpreted as restricting the Board's right to dismiss non-tenured or probationary bargaining unit members.
- J. In the event a request is made for information in a bargaining unit member's personnel file and said request is in accordance with the Freedom of Information Act, normally, the Association and the bargaining unit member who is named in the F.O.I.A. request will be notified prior to fulfilling the request. The bargaining unit member will upon request, receive a copy of any and all information that is released pursuant to any such F.O.I.A. request.

Should the bargaining unit member be absent from work or, should timeliness be at issue in fulfilling a F.O.I.A. request, the bargaining unit member who is named in the F.O.I.A. request will be notified by first class mail forwarded to the address on file with the Personnel Office

ARTICLE VI: Dues, Fees and Payroll Deductions

- A. Each bargaining unit member shall, as a condition of employment, either (1) join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or (2) remit a Service Fee to the Association.
- B. Any bargaining unit member who is a member of the Association, or who has applied for membership, will sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contribution to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments, and contributions from the last regular salary check each month for ten (10) months, beginning in September and ending in June of each year.
- C. Any bargaining unit member who does not join the Association shall pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, hereinafter referred to as the "Policy." Prior to being obligated to pay any Service Fee, non-member bargaining unit members shall be informed by the Association of the amount of the Service Fee and provided the information set forth in the "Policy" as well as a copy of the "Policy." The Service Fee shall not exceed the amount of Association dues collected from Association members. The non-member bargaining unit member will authorize payroll deduction for such Service Fee.
- D. In the event that either an Association member or a non-member bargaining unit member does not authorize payment through payroll deduction, the Association and the Board expressly agree that pursuant to the terms of this collective bargaining agreement, the Board, at the request of the Association, shall, pursuant to MCLA 408.477; MSA 17.277 (7), deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be. Monies so deducted shall be remitted to the Association or its designee no later than twenty (20) days following deduction.

- E. The amount of the Service Fee and other information required from the Association may not be available and transmitted to non-member bargaining unit members until mid-school year (December, January or February). Consequently, the procedures in this Article related to the Service Fee will not be activated until thirty-five (35) calendar days following the Association's notification to non-member bargaining unit members of the amount of the Service Fee and other required information. In any event, it is agreed that the bargaining unit member is obligated for the full amount of the annual Service Fee.
- F. The "Policy" and the Administrative Procedures, including the time table for payments pursuant thereto, shall apply only to non-member bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review shall have been availed of and exhausted, no dispute, claim or complaint by an objecting non-member bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- G. In the event of any legal action against the Board, including court or administrative agency actions, because of its compliance with this Article, the Association agrees to assume the defense of such action at its own expense and through its own counsel, provided:
1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- H. The Association agrees it will indemnify and hold the Board harmless from any liability for damages and costs as a result of such action as a direct consequence of the Board's compliance with this Article.
- I. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for the Capital Area School Employees Credit Union, the Eaton County School Employees Credit Union, United Fund contributions, U.S. Government Bonds, and MESSA and MEAFS programs jointly approved by the Association and the Board which are not fully paid by the Board, tax sheltered annuities as defined under Section 403b of the Internal Revenue Code and which are in accordance with the Board policy and any other plans or programs jointly approved by the Association and the Board.
- J. Remittance for tax sheltered annuities shall be made within five (5) working days after the second pay period in each month provided an invoice has been received by that date.
- K. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing dependent care assistance expenses in accordance with the Dependent Care Assistance Plan adopted pursuant to Section 129 of the Internal Revenue Code.

- L. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing health insurance premiums in accordance with the Health Insurance Salary Reduction Plan adopted pursuant to Section 129 of the Internal Revenue Code.
- M. Should the provision for mandatory payroll deduction of the Service Fee, as referenced in Section D above, be found contrary to law, the parties agree to negotiate procedures for termination from employment within thirty (30) calendar days of such determination.

ARTICLE VII: Grievance Procedure

- A. A "grievance" is a claim, by one (1) or more bargaining unit members or the Association, of a violation or misinterpretation or misapplication of any provision of this Agreement.
- B. General Conditions
 - 1. Prompt processing of grievances is important. Therefore all time limits stated in this procedure should be considered as maximums, and every effort should be made to expedite the process.
 - 2. Time limits may be waived only by mutual written consent of all parties to the grievance. Said written consent shall be signed and dated prior to the expiration of the time limit for which a waiver is requested. Any extension of time limits shall be for a specified number of days.
 - 3. "Days" as used herein shall mean workdays except that during the summer months when school is not in session, "days" shall mean Monday through Friday excluding holidays.
 - 4. A grievance which has not been filed within the initial time limit prescribed, will not be heard.
 - 5. Any grievance which is not appealed to the next higher step of the procedure within the time limit specified will be considered settled on the basis of the decision rendered at the last step heard. A copy of the settlement will be sent to the MEA Uniserv Director representing the HEA.
 - 6. Any grievance upon which no hearing is held, or no decision rendered, within the time limit specified, will be considered automatically appealed to the next higher step of the procedure, effective with the expiration of the time limit.
 - 7. Beyond the initial step of this procedure, appeals by the Association shall be signed, and the Association shall be represented in hearings, by the Chairperson of its Grievance Committee, and/or such other person(s) who shall be designated in writing with authority to act on behalf of the Association.

8. Should either party desire to be represented at any hearing under this procedure by legal counsel, it shall notify the other parties sufficiently in advance so that they may be represented by counsel also; and no hearing shall be held at which any party is represented by counsel unless the other parties are also represented or have waived in writing their right to such representation.
 9. Should the Association withdraw a grievance at any level, or should the grieving bargaining unit member(s) leave the employ of the Board, all further proceedings on said grievance shall be barred.
 10. The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
 11. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate administrator and having the grievance adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided further, that the Association has been notified of such adjustment.
 12. There shall be one (1) Association Representative for each building who shall be recognized as the official representative of the Association in grievance proceedings. The names of such representatives of the Association shall be furnished in writing to the Assistant Superintendent for Personnel as soon as possible after their appointment. No such representative shall act on behalf of the Association until the Assistant Superintendent for Personnel has been advised of his/her appointment in writing by the officers of the Association. Any changes in such representatives shall be reported to the Assistant Superintendent for Personnel in writing as far in advance as possible.
- C. Except as provided in Section B.11 above, all grievances shall be in writing. They shall contain the following information.
1. A statement of the facts alleging the violation, including the date when said alleged violation occurred.
 2. The section(s) of this Agreement which are alleged to have been violated.
 3. The relief requested.
 4. The signature or signatures of the grieving parties.
 5. The date upon which the grievance is filed.
- D. Step One: A grievance shall be filed within ten (10) days of the alleged violation, misinterpretation or misapplication of this Agreement.

1. The grievance shall be filed with the bargaining unit member's principal or other immediate supervisor.
 2. The principal may, at any point prior to rendering a decision, refer the grievance to the next higher step in the procedure should the matter being grieved be beyond the scope of his/her authority.
 3. If the principal decides to hear the grievance, he/she shall, within five (5) days of the filing of the grievance, hold a hearing thereon with the grieving bargaining unit member(s) and, at the bargaining unit member's option, the building Association Representative.
 4. Within five (5) days after said hearing, the principal shall render a written decision to the grieving party and transmit a copy thereof to the Association and the Superintendent.
- E. Step Two: If the decision of the principal is unsatisfactory to the grieving bargaining unit member(s) or the Association, the Association may file a written appeal to the Assistant Superintendent for Personnel within five (5) days after receiving the decision of the principal.
1. Within ten (10) days of receiving an appeal, or a grievance by referral from the principal, the Assistant Superintendent for Personnel shall hold a hearing.
 2. Within five (5) days after said hearing, the Assistant Superintendent for Personnel shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Personnel Office.
- F. Step Three: If the decision of the Assistant Superintendent for Personnel is unsatisfactory to the Association, the Association and only the Association, may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after receiving the decision of the Assistant Superintendent for Personnel.
- G. Step Four: Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Association may, within ten (10) days of the conclusion of mediation, appeal to arbitration.
1. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the other party within said ten (10) day period. If not so delivered, the grievance shall be abandoned.
 2. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association which shall likewise govern the arbitration proceeding.
 3. Neither party shall be permitted to assert in any arbitration proceeding, any ground, or to rely on any evidence, not previously disclosed to the other party.

4. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.
 5. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.
 6. The decision of the arbitrator shall be final and binding upon both parties.
 7. The arbitrator's fee and expenses shall be divided equally between the parties.
- H. Immediately after any grievance adjustment is made with an individual bargaining unit member, the Association will be given an opportunity to meet with the Board's representative to learn of the settlement of the grievance.
- Should the Association and the Employer resolve a grievance prior to any arbitration proceeding, the Association agrees to save the Board harmless from any action pursued by an individual grievant.
- I. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher's Tenure Act, such complaint shall be dealt with exclusively through the provisions of said Act, and the established procedures thereof unless a specific alternate provision is provided under this Agreement.
 - J. If a bargaining unit member has a complaint regarding any term or condition of employment which also may be brought as a complaint through the judicial system or through an administrative agency, including but not limited to the Michigan Department of Civil Rights and the Michigan Department of Labor, the bargaining unit member shall either grieve the matter or pursue same in another forum. Should the bargaining unit member institute an administrative proceeding or court action against the Employer simultaneous to or in advance of filing a grievance, s/he shall be deemed to have waived the right to grieve such complaint as provided herein.
 - K. Bargaining unit members required to participate in negotiating meetings, grievance meetings, or arbitration hearings, shall suffer no loss of pay in connection with time lost as a result of participation in such meetings, when any of such meetings are scheduled by the Board to be held during the bargaining unit member's normal working hours.

ARTICLE VIII:

Working Conditions

- A. The normal workday shall be seven (7) hours and ten (10) minutes for teachers at the secondary level, grades 8-12, and seven (7) hours and five (5) minutes for teachers at the elementary level, grades K-7.
1. All teachers shall be entitled to an uninterrupted, duty-free lunch period of at least thirty (30) minutes.
 2. All elementary teachers shall be entitled to use the first forty-five (45) minutes of the work day as an uninterrupted planning period except as the staff in a building may determine otherwise. One (1) morning in each week shall be reserved for a meeting to be called by the administration.
 3. Regular classroom teachers may use all time during which their classes are receiving instruction from various/certified teaching specialists as preparation/ conference time.
 4. Normally, all elementary teachers in grades K-5 shall be provided an average of 250 minutes of released preparation/conference time each week. For purposes of calculating the foregoing, recess periods shall be included in the weekly average. Averaging of the released preparation/conference time shall not exceed a two (2) week period.
 5. No bargaining unit member at the elementary level shall supervise more than two (2) recess periods a week.

Physical education class(es) on any day shall not preclude elementary students from participating in morning and afternoon recess periods.
 6. All secondary teachers, grades 6-12, will be provided minimum planning time of fifty (50) minutes.
 7. Teachers employed for less than a full-time position have a proportional amount of preparation time.
 8. At the secondary level, unless a teacher volunteers for more, there shall be a maximum of three (3) preparations in the academic subjects which are of significant difference except for the third level of a foreign language course.
 9. A bargaining unit member may be required to cover another bargaining unit member's class two (2) times per year. Bargaining unit members who are assigned to cover classes more than two (2) times per year will be compensated at one-fifth the highest substitute rate for each class period at the secondary level, or for each clock hour at the elementary level. Bargaining unit members supervising the activities of student teachers will not be required to serve as substitutes in other classrooms.

10. These hours recognize that bargaining unit members do work away from normal workstations and outside of the hours stated in Section A. Such work includes but is not limited to: Parent-Teacher conferences, New Teacher orientation, up to 5 hours of staff meetings per semester, curriculum meetings in accordance with Article X, Section A, and supervision or chaperoning of functions as follows: Elementary, Middle School, and Junior High, a maximum of 2 per year; and Senior High, a maximum of 3 per year.
11. A bargaining unit member may leave after student dismissal time and before the end of scheduled teacher hours, by using the sign-out sheet and indicating his or her destination. The Principal has the right to verify the absence.
12. A staff room will be located in each building that will provide lavatory facilities and appropriate furniture. The Board will involve bargaining unit members in the study and planning for adequately designated and furnished staff rooms for all future buildings and major additions.
13. An unlisted telephone will be provided in the staff room for local calls only. Bargaining unit members may also use the extensions outside the office at the secondary level and a designated extension in each of the elementary buildings.

B. Class Size:

1. The Board will not exceed the following maximum class size or student load figure:

<u>Grade</u>	<u>Class Size or Teacher Load</u>
Kindergarten	25
1-2	26
3	27
4-5	29
Comb. Rooms (K-1; 1-2)	24
Comb. Rooms (2-3)	25
Comb. Rooms (3-4; 4-5)	26

<u>Grade</u>	<u>Class Size or Teacher Load</u>
6-7 (3 teacher units)	93 average of 31 per teacher
(4 teacher units)	124 average of 31 per teacher
(5 teacher units)	155 average of 31 per teacher
8-12	155 Total teacher load per day, with an individual class size maximum of 31

- a. Introduction to Physical Science shall be limited to 26 students.
- b. Advanced Study Skills at the Senior High shall be limited to 26 students and weighting shall not apply.

- c. In grades K-5, physical education classes will be limited to one (1) classroom in each period.

In grades 6-7, physical education classes will be limited to no more than forty (40) students with a total teacher load of no more than 240 students.

In grades 8-12, physical education classes will be limited to no more than 40 students with a total teacher load of no more than 200 students.

- d. Keyboarding classes will be limited to no more than 32 students.

- e. The class size maxima shall not apply to band or choir.

- f. By the second Friday of each school year, the number of students assigned to classes within a building in grades one through five (1-5) shall not exceed a variance in class size by more than a three (3) student count at each respective grade level. The three (3) student count variance shall not be used to exceed the class size maxima set forth at Section B.1 of this Article. The same variance shall apply to Kindergarten classes except that morning (AM) classes and afternoon (PM) classes within the same building will be treated separately. Students who transfer into the District during the school year shall be assigned to maintain the variance maximum set forth in this subsection. An exception to this variance may be made if the bargaining unit member with the larger class count agrees to a larger variance than a three (3) student(s) count.

The same classes which are offered during the same instructional hour at the secondary level shall not exceed a variance in class size by more than a three (3) student count on the first day of school. Greater variances may exist thereafter, but not to exceed the class size maxima set forth in Section B.1 of this Article.

On the first day of second semester, new semester classes which are the same and which are offered during the same instructional hour, shall not exceed a variance in class size by more than a three (3) student count. Greater variances may exist thereafter, but not to exceed class size maxima set forth in Section B.1 of this Article.

Students who transfer into the District during the school year shall be assigned so as to maintain a balance in class size as nearly as possible.

2. Laboratory classes in sciences, Life Management, and Technology Education will not exceed the number of pupil work (sections) stations in the classroom.
- a. A pupil workstation includes those areas which safely allow a student to perform the work required with the necessary materials, machines, etc.
- b. The number of pupil work stations in a given room shall be determined in each building by the building principal and the instructor of each room involved in which hazardous equipment and materials including fire and chemicals are used and, where a student's health and safety might be in jeopardy.

- c. Should the teacher and principal disagree, the principal will make a recommendation to the Assistant Superintendent for Personnel.
3. Special Education class sizes/case loads in elementary and secondary schools shall not exceed state rules and regulations unless a deviation is obtained from the Department of Education. In such cases the HEA shall have the opportunity to attach a statement of support or dissent.
4. Elementary music and physical education class periods shall be scheduled for not less than thirty (30) minutes each.
 - a. Elementary music and physical education teachers who are assigned to two (2) or more buildings on any day shall be assigned not more than eight (8), thirty (30) minute classes on said day.
 - b. Elementary music and physical education teachers who are assigned to the same buildings on any day shall be assigned not more than nine (9), thirty (30) minute classes on said day.
5. **Weighting:**
 - a. For purposes of determining class size, students in regular education classrooms at grades K-5 for three (3) or more hours per day (K for two hours, 45 minutes per day) will be assigned a weight of two (2) students if they have been certified eligible for a special education program by an IEPC (except speech and language.)
 - b. In grades 6 and 7, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students except that weighting will not apply in any unit which has a teacher/pupil ratio of 1 to 24 or less.
 - c. In grades 8-12, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students except that weighting will not apply to band, choir, physical education or any class of 24 or fewer students.
 - d. In grades 8-12, for purposes of determining class size in laboratory classes, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students. The student count shall not exceed the number of laboratory stations and the weighted student count shall not exceed thirty-one (31).
 - e. The number of students who are certified eligible for special education by an IEPC (except speech and language) will be balanced among grade levels and/or subject area classes as nearly as possible.

- f. Students who are entering kindergarten from the pre-primary impaired program will be assigned a weight of two (2) students for one (1) year, if they have been certified eligible as language impaired by an IEPC in the pre-primary program.
6. In all grades and building individual class size and teacher/student loads will be balanced and adjusted among grade levels and buildings as follows:
- a. A survey of the number of students assigned to each teacher in grades K-12 shall be conducted on the second Friday of the school year and on each Friday thereafter throughout the school year when school is in session. An exception to the foregoing is that in Grades 8-12, the survey at the beginning of the second semester will be delayed until the second Friday of said semester.
 - b. Within three (3) working days of the survey referenced in Section a above, a decision will be made as to the appropriate adjustment(s) in each case.
 - c. Adjustments in connection with student loads will be implemented as soon as possible, but within ten (10) working days of the decision referenced in Section f above.
 - d. In the event of necessity to solve a class overload problem via creating an additional teaching position which the Board is obligated to fill by recalling a teacher from layoff, the time limits provided in Article XVI shall be controlling.
7. If a class exceeds the indicated class size maxima, one (1) of the following alternatives will be agreed upon and recommended by the building principal after consultation with the teacher(s) involved
- a. If classroom space is available in the building, an additional teacher may be employed and the students reassigned accordingly.
 - b. An additional teacher may be employed for "cooperative or team teaching" with the teachers at the affected grade level. Employment will be based upon posting the position and an interview by the principal and the affected teachers.
 - c. A clerk may be employed to provide the teacher with clerical relief as specified in a "clerical utilization plan" developed between the affected teacher(s) and the principal.
 - d. A teacher aide may be assigned on a half-time basis, i.e., three (3) hours a day. The length of the assignment shall be equal to the number of days that the class size exceeded the contractual maxima.
 - e. Should the affected teacher(s) and the building principal disagree with respect to the appropriate alternative to be recommended and implemented, the principal shall make the final decision for the foregoing provisions a through d.

- f. Upon mutual agreement from the HEA President, the District and the teacher with the class overload, said teacher may request a \$1,000 budget allocation for classroom supplies as an alternative to the provisions at a through d. The teacher will retain discretion regarding the spending as long as the supplies or equipment purchased are supportive for teaching.
- C. No teacher shall be required to perform the following extra-curricular duties which can be accomplished by non-certified personnel: bus supervision, safety patrol supervision and building coordination of audio-visual services.
- D. It is recognized that the democratic values of our society can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged, provided the teachers, within the scope of their assignments, exercise such freedom within the framework of established curriculum practices and provided courses of study are followed.
- E. It is agreed that addressing the implementation of the least restrictive environment mandate is of critical importance. Section E shall apply to special education students who are entering a regular education class/classroom from a special education center program or a special education self-contained classroom program. It shall also apply to students who are identified as students with a handicap who would qualify to be served by either program. Finally, it shall apply to students who are identified as students with a handicap due to accident, trauma, etc. and who would qualify to be served by either program.
1. Any bargaining unit member who will be providing instructional or other services to a student with a handicap in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. If the IEPC is held during the normal teaching day, the bargaining unit member shall be released from his/her normal responsibilities to attend.
 2. In situations where the involved bargaining unit member and administration mutually agree that it is not feasible to have each bargaining unit member who will be providing instructional services to a student with a handicap in a regular education classroom setting be a participant in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom, the involved bargaining unit members may select representative teacher/s to attend the IEPC.
 3. Should a bargaining unit member, working directly with the student with a handicap, advise the administration in writing of a reasonable basis to believe that a student's current individual educational plan (IEP) is not meeting the student's unique needs as required by law, the administration shall call an IEPC. The bargaining unit member so advising shall be invited to, and will attend, the IEPC.
 4. In order to assure that the student with a handicap will be allowed to participate in regular education programs and services to the maximum extent appropriate, no student with a handicap will be assigned to a regular education classroom unless:

- a. Teaching materials and equipment, support personnel and other related services as specified in the IEP to satisfactorily educate the student in the regular education classroom, are available.
 - b. The bargaining unit member is provided prior and continuing in-service training regarding the instruction and behavioral management of students with handicaps in the regular education setting, including the differing approaches, problems and techniques to be utilized with varying handicapping conditions.
5. When there is a request from a bargaining unit member who works directly with a student with a handicap, regarding the assistance needed to implement the least restrictive environment mandate, the request shall be made in writing to the building administrator. The request shall specify the assistance needed. Within five (5) school days, the parties affected will meet with the building administrator and other appropriate resource personnel to discuss the request.

The parties shall hear and recommend solutions to the bargaining unit member's questions and concerns, the assignment and scheduling of students, supportive services and assistance, materials, the physical environment of the classroom, training for the teacher and other issues as may be appropriate. If resolution does not occur, either an IEPC will be called or the grievance process will be initiated, whichever is appropriate. Additionally, the parties will address and make a determination as to whether an adjustment in class size is warranted both for the benefit of the student with a handicap and for the benefit of the other students assigned to that particular class/classroom. This determination shall be subject to approval of the Superintendent.

6. Students with handicaps will be assigned to the buildings and classrooms that the students would normally attend unless otherwise stated in the IEP.
7. The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is expected or required to implement the least restrictive environment mandate in the course of his/her employment including extra-curricular activities. Insurance coverage shall include liability protection in an amount not less than currently set forth in the District's insurance policies.
8. No bargaining unit member will be disciplined, reprimanded, discharged or denied any professional advantage, directly or indirectly, due to the bargaining unit member having: (1) filed a complaint under Part 8 of the Michigan Special Education Rules or with the office of Civil Right (OCR), U.S. Department of Education; or (2) asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of the least restrictive environment mandate as provided for in this Article or by law.
9. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the

teacher's responsibility to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

10. The administration agrees to arrange for a substitute in the absence of the student's regularly assigned aide. Should no substitute be available, the bargaining unit member and the building principal will, where appropriate, mutually make other arrangements.
- F. During the term of this Agreement, bargaining unit members shall not be subject to searches by narcotic sniffing dogs of their persons, their offices, classrooms, personal transportation vehicle or other parts of District properties where personal belongings of bargaining unit members might be stored.
- G. The following shall apply to regular education classrooms consisting of two (2) elementary grade levels:
1. Both the sending and the receiving teachers shall make recommendations to the building principal regarding student placement for such classrooms.
 2. Teachers who are assigned to such classrooms may, in consultation with and the approval of the building principal, modify and adapt the curriculum based upon student needs and achievement.
 3. Teachers who are assigned to such classrooms shall be provided one (1) day of release time each semester for planning.

ARTICLE IX: Calendar

- A. Calendars are attached hereto as Appendix C.
- B. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, bargaining unit members shall not be required to report for work.
1. When school is closed for the above reasons, the first two (2) such days shall not be rescheduled and bargaining unit members shall be paid at their regular rate.
 2. Any emergency school closing days beyond two (2) days will be considered as days not worked and therefore not paid. Said days will be rescheduled to provide 178 days of instruction.
 3. A bargaining unit member intending to use a paid leave day when school is closed for the reasons stated above shall suffer neither loss of leave time nor loss of salary.
 4. When school is closed for the above reasons, bargaining unit members will be notified by radio or telephone.
 5. Should the State Aid Act be amended during the term of this Agreement to permit "Act of God" days without a requirement to reschedule same to receive full state aid, the parties agree to revert to the practice in effect under the terms of the 1982-85 Master Agreement.

- C. When mechanical difficulties arise which affect a school and/or classroom environment (i.e., no lighting, heat below 60 or above 85, no water, no fire alarm system, etc.), adequate educational facilities shall be made available the following school day, or sooner if possible. If adequate facilities cannot be provided by the following school day, the affected classroom(s) will not be required to attend until the necessary adjustments are completed.

ARTICLE X: Curriculum and Inservice

- A. The Board and Association recognize the importance of and encourage bargaining unit member involvement in the area of curriculum. The existing curriculum organization and structure as outlined in Board policy enables the bargaining unit member to advise and react to the Board on such matters as teaching techniques, courses of study, curriculum revision, curriculum guides, pupil testing and evaluation; philosophy and educational goals of the District, research and experimentation, educational specifications for buildings and related matters; textbooks and other materials; and the use of teaching aids of every kind and nature. The existing structure, organization and function of the Curriculum Council are subject to the following provisions:
1. All curriculum chairpersons will be appointed by the Assistant Superintendent for Personnel. Prior to making the recommendation to the Assistant Superintendent for Personnel, the building Principal and/or the Assistant Superintendent for Curriculum will confer with staff members involved in the particular curriculum group to solicit mutual agreement.
 2. The curriculum structure, organization, and function may not be changed or altered without a consenting majority vote of the existing curriculum council.
 3. Secondary Department Chairpersons and Unit Leaders who are appointed by the Assistant Superintendent for Personnel to perform duties as assigned by the principal shall be either assigned a reduced teaching assignment or granted released time as follows:
 - a. For departments or units of up to three (3) members, at least three (3) half days.
 - b. For departments or units of four (4) to six (6) members, at least five (5) half days.
 - c. For departments or units of seven (7) or more members, at least seven (7) half days.Release time shall be requested by the department chairperson or unit leader and approved by the principal.
 4. The dates for curriculum committee meetings shall be established by the Assistant Superintendent for Curriculum in cooperation with building principals and curriculum chairpersons. All curriculum meetings shall be announced in advance.
 5. All bargaining unit members are required to attend their respective instructional unit (building, unit and department) meetings. Bargaining unit member participation is encouraged, but not required, on all other special curriculum study committees.

6. Reimbursement for various curriculum chairpersons shall be in accordance with Appendix B.
- B. The number of elementary inservice half days shall be six (6). Up to two (2) additional half days shall be granted by the Superintendent upon recommendation of the Professional Improvement Committee.
- C. The number of secondary inservice half days shall be six (6). Up to two (2) additional half days shall be granted by the Superintendent upon recommendation of the Professional Improvement Committee.

ARTICLE XI: Bargaining Unit Member Evaluation

- A. It shall be the administration's responsibility to evaluate the work performance of all bargaining unit members. Normally, said evaluations shall be conducted by administrators who have acquired teacher certification. In the event a bargaining unit member is rated "unsatisfactory" in any category by an administrator who has not acquired teacher certification, a second evaluation by an administrator who has acquired teacher certification shall be arranged within five (5) workdays of the bargaining unit member's receipt of the final evaluation summary. The second administrator shall be appointed by the Assistant Superintendent for Personnel. The Association shall be notified of the same. The second evaluation shall have precedence over the first one.
- B. The purpose of evaluation shall be to improve instruction and to provide the opportunity for the bargaining unit member and his/her supervisor to jointly determine the level(s) of performance in the bargaining unit member's area(s) of responsibility.
- C. All monitoring and/or observation of a bargaining unit member's work performance shall be conducted openly and with the full knowledge of the bargaining unit member.
- D. Prior to any classroom observation, the supervisor shall conduct a conference with each bargaining unit member to review the criteria upon which he/she will be evaluated as well as the pre-evaluation instrument and the procedures to be followed in the evaluation process.
 1. The supervisor shall conduct said conference with probationary bargaining unit members on or before October 1.
 2. The supervisor shall conduct said conference with tenured bargaining unit members on or before June 1 in the school year that precedes the evaluation year.
- E. Tenured bargaining unit members shall be evaluated at least once in each three (3) year period
- F. Probationary bargaining unit members shall be evaluated in each year of probation.
- G. The supervisor shall conduct at least two (2) classroom observations or observe at least two (2) task assignments prior to the pre-evaluation conference with the bargaining unit member.
- H. The supervisor shall conduct a pre-evaluation conference with the bargaining unit member.

1. The supervisor and the bargaining unit member will exchange copies of a completed Pre-evaluation Form prior to said conference.
2. Based on the pre-evaluation results, the tenured bargaining unit member shall select one (1) of the three (3) performance appraisals set forth in sections I., J. and K. below.
3. The probationary bargaining unit member shall be evaluated in accordance with the Performance Criteria Plan.
4. The pre-evaluation conference shall be completed by November 15 in each year for probationary bargaining unit members.
5. The pre-evaluation conference shall be completed by November 15 of the evaluation year for tenured bargaining unit members.

I. The Performance Improvement Plan shall:

1. Be based upon performance objectives that are mutually agreed upon between the supervisor and the bargaining unit member;
2. Relate to the evaluation criteria;
3. Include at least two (2) classroom observations; and
4. Include an individualized development plan where work performance is less than satisfactory.

J. The Performance Criteria Plan shall:

1. Be based upon the Teacher Evaluation Criteria;
2. Include at least two (2) classroom observations.
3. Provide at least sixty (60) calendar days between the first and the last classroom observations;
4. Include an individualized development plan for Probationary bargaining unit members;
5. Include an individualized development plan for any tenured bargaining unit member whose work performance is less than satisfactory.
6. The bargaining unit member will be given a copy of the completed Classroom Observation Report within five (5) workdays following each classroom observation.
7. There will be at least two (2) conferences between the supervisor and the bargaining unit member during the classroom observation period for the purpose of discussing said observations.

K. The Professional Growth Plan shall:

1. Be based upon the results of the pre-evaluation conference;
2. Require the supervisor's recommendation;
3. Require the bargaining unit member's consent;
4. Require the completion of the Final Evaluation Summary by the supervisor within twenty (20) workdays following agreement to use the plan;
5. Require the joint development of goals and an action plan;
6. Require a joint submission verifying results;
7. Require that the verification of results be placed in the bargaining unit member's personnel file; and
8. Allow the bargaining unit member to request that a copy of the goals and action plan be placed in his/her personnel file.

L. The Final Evaluation Summary shall be completed for all bargaining unit members being evaluated. One (1) copy shall be retained by the supervisor; one (1) copy shall be provided to the bargaining unit member and a copy shall be inserted into the personnel file.

1. Should the overall work performance of the bargaining unit member be rated satisfactory or better, the bargaining unit member's evaluation period shall be deemed completed except as he/she is due for re-evaluation as specified herein.
2. Should the overall work performance of the bargaining unit member be rated less than satisfactory, the supervisor shall implement an individualized development plan to improve the bargaining unit member's performance. Said plan shall be developed in consultation with the bargaining unit member.
3. Upon request of either the bargaining unit member or the supervisor, an evaluation may be conducted at any time.
4. The Final Evaluation Summary shall be completed and submitted to the Personnel Office by March 1 in each year for probationary bargaining unit members.
5. The Final Evaluation Summary shall be completed and submitted to the Personnel Office by May 1 of the evaluation year for tenured bargaining unit members.

M. Should the supervisor find a bargaining unit member's work performance lacking, the reason(s) therefore shall be set forth in specific terms as shall an identification of the ways in which the bargaining unit member is to improve and of the assistance to be given by the administration. Further, a reasonable deadline for improvement shall be established and the consequences for failure to improve shall be specifically set forth.

Subsequent evaluation reports shall show that any previously noted deficiency has been corrected or that said deficiency still exists.

- N. Should the bargaining unit member disagree with the content of a written evaluation, he/she may submit his/her written objections and have same attached to the (personnel) file copy of the evaluation within ten (10) working days of receipt of said evaluation.
- O. The content of any evaluation shall not be subject to the grievance procedure; however, the procedures set forth in this Article shall be subject to the grievance procedure.
- P. A bargaining unit member's signature on a written evaluation shall not be interpreted to mean that he/she necessarily agrees with its content, but shall be interpreted to mean that he has reviewed said material.
- Q. A bargaining unit member who is employed in a position other than as a classroom teacher shall not have tenure in such position, but upon satisfactory completion of the probationary period, all certified bargaining unit members occupying such positions will be granted continuing tenure as classroom teachers.
- R. In the event a probationary bargaining unit member is denied tenure or is served notice of dismissal in accordance with the Michigan Teacher Tenure Act, the bargaining unit member shall be entitled to a hearing with the Superintendent, or his/her designee.
- The hearing with the Superintendent will be the sole review of this decision. A probationary bargaining unit member will not be entitled to file a grievance under the grievance procedure in this Agreement.
- S. The termination of any bargaining unit member having tenure pursuant to the Michigan Teacher Tenure Act shall be subject to the provisions and procedures established in said Act.
- T. Tenured bargaining unit members shall receive at least sixty (60) calendar days prior written notice of the intent to file charges pursuant to the Michigan Teacher Tenure Act concerning the character of professional services. Professional services shall relate to professional teaching duties and shall not include, by way of example, matters such as misconduct or insubordination.
- U. The termination of any bargaining unit member who is not subject to the Michigan Teacher Tenure Act, i.e. a bargaining unit member who does not have a teaching certificate, shall be an appropriate matter for consideration under the grievance procedure set forth in this Agreement, including arbitration.
- V. Should the Michigan Teacher Tenure Act be repealed in its entirety or amended so that the Act's due process procedures are eliminated or restricted, the parties agree to enter into collective bargaining concerning the same within thirty (30) calendar days of such repeal or amendment.
- W. The evaluation forms are set forth in Appendix D which is attached to and incorporated into this Agreement.
- X. The evaluation timelines for bargaining unit members who begin employment with the District after the start of the school year, shall be advanced in the school year by an equal amount of time.

ARTICLE XII: Mentor Teacher

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the School Code and State Administrative Rules and Regulations. The Mentor Teacher shall be a tenured member of the bargaining unit.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
1. Participation as a Mentor Teacher shall be voluntary.
 2. Mentor Teachers shall be matched with Mentees who work in the same building.
 3. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
 4. The Mentor Teacher assignment shall be for one (1) academic year subject to review by the Mentor Teacher and Mentee after six (6) months from the start of the assignment. The appointment may be renewed in succeeding academic years.
 5. Should either the Mentor Teacher or the Mentee present cause to dissolve the relationship subsequent to the initial six (6) months, the administration will meet with the Mentor Teacher and the Mentee to determine an appropriate course of action.
- D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward quality instruction, the Board and the Association agree that aspects of the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation, including a plan of improvement, of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or hearing involving the Mentor Teacher, where such grievance or hearing involves the character of professional services.
- E. Upon request, the Administration shall provide up to five (5) days of release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible, the Mentor Teacher and the Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the regular workday and work year.

- G. A Mentor Teacher shall receive an annual compensation of \$400.00.
- H. Performance responsibilities of a mentor teacher shall include but not be limited to: Work to establish a relationship with mentee based on mutual trust, respect and collegiality; provide encouragement, support, guidance and feedback when needed; help mentee feel welcomed and valued; take part in training to enhance teaching and mentoring skills; complete periodic evaluations of Mentor-Mentee program, as requested; contact mentees, minimally once a week, for formal or informal meetings; facilitate the professional development of the mentee through appropriate inservice and staff development opportunities; help mentee learn about resources, procedures, curriculum, students' needs, building and district policies, regulations and schedules; promote a smooth transition between teacher training and the actual classroom setting; facilitate three-way conferences involving the mentor, mentee and principal; provide opportunities for mentee to observe the mentor and other teachers; share new and alternative materials, methods and resources with mentee; observe mentee's teaching in a classroom setting; conduct pre and post observation conferences; and assist mentee with goal-setting.

ARTICLE XIII: Qualifications and Assignments

- A. Normally, the Board will require a Bachelors degree and proper certification as a the minimum qualification from applicants for employment.
- B. The Board will also continue its practice of employing only substitutes who have proper certification which qualifies under state law for substitute teaching.
- C. In cases where the Board varies from its normal practice with respect to a Bachelors degree or the standard certification requirement, the Association will be given notice of the teacher employed. The Association will also be notified if substitutes are employed who do not have the minimum certification or when substitutes are employed for more than fifteen (15) consecutive working days.
- D. Bargaining unit members will be notified of their assignments for the following school year by June 25.
1. Changes beyond that date may be made in case of emergency, which shall include lack of available classrooms, inadequate financial resources, patterns of increasing or declining enrollment that are unexpected, or a lack of qualified personnel.
 2. In such situations, the bargaining unit member will be notified of the change in assignment at the earliest possible time.
 3. If the change is made during the month of August, up to twelve (12) hours preparation time at the seminar rate will be provided prior to the beginning of the bargaining unit member's work year, or two (2) days released time, if appropriate. Appropriate support services shall be provided by the Board for the affected bargaining unit member.
 4. The bargaining unit member may accept the assignment or may resign his/her position in the District without prejudice of any type.

ARTICLE XIV: Shared Teaching Assignments

- A. It is agreed that shared time bargaining unit members are regular employees and subject to the terms of the Master Agreement.
- B. Job sharing shall be considered a partial leave of absence for full-time bargaining unit members.
- C. Job sharing shall be defined as two (2) bargaining unit members sharing one (1) full-time position.
1. Agreement to share a full-time job assignment shall commit the bargaining unit members and the Board to not more than one (1) school year.
 2. Upon the completion of the original assignment and by mutual agreement of the bargaining unit members, the principal and the Superintendent, bargaining unit members in job sharing assignments may:
 - a. Renew the established job sharing assignment or
 - b. Create another job sharing assignment.
 - c. Return to his/her previous position if such position exists, or, if not, to a position for which the bargaining unit member is certified and qualified.
 3. After more than one (1) year in a job sharing assignment, a bargaining unit member shall be returned to a position for which the bargaining unit member is certified and qualified.
 4. If a full-time position opens during the school year in the area of certification of the shared-time position, that position may be filled on a temporary basis until the end of the school year.
- D. Job sharing information will be posted and written expressions of interest shall be submitted to the Assistant Superintendent for Personnel by May 7.
- Interested bargaining unit members will be notified of tentative shared teaching assignments by May 14 and shall have three (3) working days to accept or refuse the assignment.
- E. In order to establish a shared job assignment, the bargaining unit members and the principal involved shall, by June 1:
1. Schedule the work time and designate the responsibility for each class or subject, i.e., one (1) semester on, one (1) semester off; mornings and afternoons; class hours at the secondary level, etc.
 2. Provide a brief description of how the bargaining unit member responsibilities are to be shared including:
 - a. Parent-Teacher Conferences
 - b. Grade Meetings

- c. Staff Meetings
- d. Inservices
- e. 1/2 Days
- f. Communication with the immediate supervisor and the process to be used
- g. Mutual planning time/individual planning time

- F. The assignment shall become final upon mutual agreement of the bargaining unit members, principal and Superintendent after completion of such plans.
- G. Bargaining unit members in a shared assignment shall substitute in each other's absence at the discretion of the bargaining unit member; and shall be paid at the substitute rate. This applies only to sick leave days.
- H. Sick leave and business leave days shall accrue on a pro-rata basis.
- I. Bargaining unit members in a shared time assignment will be paid the pro-rata share of salary as set forth in Appendix A of the Master Agreement. The pro-rated salary of each job sharing teacher shall reflect the fraction of the full time job each teacher works.
- J. Seniority and salary credit shall accrue as if bargaining unit members were employed full time.
- K. The Board shall provide fringe benefits as specified in Article XIX of the Master Agreement.
- L. The bargaining unit members working the first semester only may have salary paid over the first semester in approximately ten (10) pays or over the school year (21 pays) or over the calendar year (26 pays).

Bargaining unit members commencing work the second semester may be paid over the second semester in approximately ten (10) pays or paid through the summer months.

ARTICLE XV: Vacancies, Transfers and Promotions

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created bargaining unit position and/or a bargaining unit position which is currently unoccupied and for which there is no bargaining unit member with an outstanding contractual right to return.
- B. Vacancies shall be posted in each building for ten (10) calendar days. The certification requirements, any specific qualifications required for the position, as determined by the Board, and/or the qualifications as set forth in Article XIII of this Agreement, shall be posted with the vacancy notice.

The Association President shall receive a copy of the postings.
- C. A bargaining unit member may apply for a vacancy by submitting a written application to the Assistant Superintendent for Personnel within the ten (10) day posting period.

1. All qualified bargaining unit members who apply for a vacancy will receive an interview.
 2. Qualified bargaining unit members who have an active letter of interest on file will also be granted an interview.
 3. External applicants may be considered if no bargaining unit members respond to the posting and there are no letters of interest on file relevant to the position posted.
- D. Bargaining unit positions will be filled with a bargaining unit member if s/he meets the certification requirements and the specific qualifications required for the position as determined by the Board.
- External applicants may be considered if members of the bargaining unit who apply for the position are determined not to meet the certification requirements and specific qualifications established by the Board as provided in Article XIII.
- Bargaining unit members who are not awarded a vacancy will be provided written notice of the reasons therefore from the Board.
- E. If a vacancy is filled by a bargaining unit member during a school year, the bargaining unit member may be transferred to that position immediately, or, upon mutual agreement between the Association and the Board, at an appropriate date in the school calendar.
- F. When a vacancy exists after the provisions for recall have been met, the Board will post notice of such vacancies with the Ingham Clinton Education Association, MEA/NEA.
- G. The extra-duty positions enumerated in Appendix B are considered work of the bargaining unit and shall be subject to the provisions of this Article. The bargaining unit member's extra-duty contract shall be renewed from year to year unless his/her services in such extra-duty position are terminated for just cause and said termination is not reversed through the grievance procedure set forth in this Agreement.
- H. Although adult education positions are not within the scope of this Agreement, vacancies shall be posted within the bargaining unit. A bargaining unit member may apply for and be awarded a vacancy provided she/he meets the goals, objectives and requirements of the course.
- I. Letters of interest shall be filed with the Assistant Superintendent for Personnel. Letters of interest shall expire each year on December 31. Bargaining unit members with a continuing interest in any position(s) may submit a new letter of interest for the ensuing year.
- J. In the event of an involuntary transfer from one building to another, the principal will meet with the bargaining unit member to discuss the reasons for the transfer. In the event the bargaining unit member, at this meeting, objects to being transferred from the building, upon the bargaining unit member's request, the Association shall be notified. The principal shall meet with the Association's representative to discuss the transfer.
1. If the transfer cannot be completed at the time of the meeting with the principal, the bargaining unit member will be notified of positions in the District as they become available. Upon application, the bargaining unit member will be interviewed by the principal at the building where the position exists. If the bargaining unit member is not

placed through this procedure, the Assistant Superintendent for Personnel will make the assignment.

2. Involuntary transfers are not subject to the grievance procedure except as to whether the above procedure was followed.
- K. In case of vacancies in existing administrative positions, the Board shall consult letters of interest on file. Should new administrative positions be created, the Board shall post notice of same for ten (10) calendar days. Bargaining unit members who meet the minimum requirements and who are not awarded a position shall be provided notice, and upon request, the reasons therefore in writing.
- L. A bargaining unit member who severs his/her employment with the Holt Public Schools shall not be retained in an extra duty position except as she/he may apply for said position after same has been posted for applications from within the bargaining unit.

ARTICLE XVI: Seniority, Staff Reduction and Recall

- A. Seniority shall date from the bargaining unit member's first working day under a regular employment contract. Services as a substitute or intern teacher shall not accrue seniority. Each regularly employed full or part-time bargaining unit member shall receive a full year of seniority for each school year of employment.
1. Bargaining unit members on layoff shall accrue seniority.
 2. Bargaining unit members on approved leaves shall accrue seniority.
 3. A bargaining unit member's seniority shall terminate if s/he resigns, retires or is discharged for cause by the Board.
- B. If two (2) or more bargaining unit members have the same seniority, the following procedure will be used at the time of layoff to determine who is laid off.
1. If one (1) bargaining unit member has more total teaching experience (K-12), the bargaining unit member with the most teaching experience will remain.
 2. If the bargaining unit members remain equal after #1 above, the bargaining unit member with the more advanced degree shall remain.
 3. If the bargaining unit members remain equal after #1 and #2 above, the bargaining unit member with the most semester hours beyond the degree shall remain.
 4. If the bargaining unit members continue to remain equal, the administration will make the decision.
 5. The foregoing shall apply to bargaining unit members hired after July 1, 1982. The seniority list will continue as published for those employed prior to July 1, 1982.

- C. If the Board anticipates a reduction in staff, it shall, prior to taking any formal action, consult with the Association to receive recommendations; provided, however, that the decision of the Board shall be final.
- D. In the event of a reduction in staff, the order of reduction shall be:
1. Probationary bargaining unit members shall be laid off first according to certification, qualifications and seniority.
 2. Tenured bargaining unit members shall be laid off only after all probationary bargaining unit members have been laid off unless no tenured bargaining unit member possesses the certification and qualifications for a position held by a probationary bargaining unit member.
 3. Tenured bargaining unit members shall be laid off according to certification, qualifications and seniority as defined below in section F. The Board shall make every effort to maintain the ratio of handicapped and Third World bargaining unit members as were employed at the time of signing this Agreement.
- E. In the event it becomes necessary to reduce the number of bargaining unit members through layoff, or to reduce the number of bargaining unit members in a given subject area, field, or program, or to eliminate or consolidate positions, the Board shall determine the order of layoff; provided, however, such action shall not be contrary to section D. The Board shall give thirty (30) calendar days notice of layoff to affected bargaining unit members.
- F. Qualifications shall be defined as NCA standards in grades 9-12; a major or minor for classes in grade 8; in grades 6-7, a major or minor for classes in music; three (3) credit hours in reading instruction for all classes in grades 6 - 7, provided the available position(s) require the teaching of reading; and a major or minor and a W.S.I. for physical education in grades 6-12.
1. The North Central Association standards referred to above are those found in North Central Association "Policies and Standards for Approval of Secondary Schools", most recent edition.
 2. Upon request the Board shall provide each bargaining unit member who is certified to teach in grades 9-12, with a copy of the NCA standards together with copies of the unit member's transcripts which are on file with the Assistant Superintendent for Personnel.
 3. Bargaining unit members who have had experience in the teaching of reading while in the employ of the Holt Public Schools shall be exempt from the above-stated reading requirement and shall be deemed qualified to teach reading in grades 6 & 7.
- G. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said bargaining unit member at his/her last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address. The bargaining unit member's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the bargaining unit member. If a bargaining unit member fails to report to work within ten (10) calendar days from the date of sending the recall notice, unless an extension is granted in writing by the Board, said bargaining unit member shall be considered as a

voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.

- H. Any bargaining unit member on layoff shall be recalled in inverse order of layoff provided s/he is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are bargaining unit members of the District who are laid off unless there are no laid off bargaining unit members with the proper certification and qualifications to fill any vacancy which may arise.
- I. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off bargaining unit members and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off bargaining unit member's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement except that the bargaining unit member shall receive the pro-rata portion of the twelve (12) month fringe benefit year earned through the last day of employment.
- J. Should a laid off bargaining unit member fail to accept recall to a position which is equivalent to that occupied at the time notice of layoff was issued, the bargaining unit member shall forfeit his seniority and employment rights under this Agreement.
- K. In the event that a present administrator is transferred to a bargaining unit position, his/her assignment within the bargaining unit shall be determined by his/her tenure status, certification, qualifications as defined in Section F of this Article and seniority status based on total length of service in the District.
- L. Any persons employed in administrative positions subsequent to September 1, 1982 and who shall later be transferred to a bargaining unit position, shall be assigned based on his/her tenure status, certification, qualifications as defined in Section F of this Article and seniority status based on total length of teaching service in the District.

ARTICLE XVII: Leaves of Absence

A. Paid Leaves of Absence

- 1. Ten (10) days of sick leave shall be granted each school year with unlimited accumulation. Bargaining unit members employed for less than a full school year shall receive a pro-rata portion of days.
 - a. Upon his/her return to school, the illness shall be attested to by the bargaining unit member through the completion of a sick leave form which shall be furnished by the Employer. The principal shall endorse the card.
 - b. The Employer may, for good cause, request a statement from the bargaining unit member's physician regarding his/her fitness to perform his/her duties.

- c. The Board reserves the right to require a physical or mental examination at the Board's expense and by a doctor of its choice should it seem in the best interest of the District.
 - d. A written medical statement shall be mandatory commencing the eighth (8th) consecutive workday of absence. Further, such a statement shall be mandatory in all cases of absence covered by Worker Compensation regardless of the length of absence.
 - e. A written statement from an attending physician also shall be mandatory following any period of hospitalization.
 - f. A bargaining unit member may use sick leave for pregnancy in the same manner as for any other disability for which sick leave is allowed and may continue in active employment as late into her pregnancy as she is physically able to perform all of the duties of her position.
 - g. A bargaining unit member who is adopting a child shall be entitled to use twenty (20) days of his/her accumulated sick leave. Said leave shall commence upon the advice and/or requirements of the adoption agency.

Should both husband and wife be employed in the bargaining unit, each shall be entitled to use his/her sick leave as set forth herein.
 - h. When a bargaining unit member has exhausted his/her accumulated sick leave, he/she shall be placed on a health and hardship leave as provided in section B.2 of this Article.
2. Five (5) days per period of illness of a parent, spouse, child or person for whom the bargaining unit member is principally responsible shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her family; otherwise the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance. In emergencies, additional leave days, as available, will be granted on approval of the bargaining unit member's supervisor.
3. A maximum of ten (10) days may be granted at the time of death in the immediate family. The term "immediate family" is defined as: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-brother, step-sister, step-child, or a person for whom the bargaining unit member is principally responsible.
4. One (1) day may be granted for attendance at a funeral of a person outside of the immediate family. If additional time is needed, it may be requested as business leave.

5. Two (2) days a year beyond the sick leave allowance may be used for business.
 - a. Business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal school hours.
 - b. Bargaining unit members shall be granted business leave upon written notification to the Assistant Superintendent for Personnel at least three (3) working days in advance of the anticipated leave. In cases of unanticipated need for business leave, the bargaining unit member shall apply as soon as possible.
 - c. It is understood that such leave shall not be used for recreational purposes, or to extend a holiday and/or vacation.
 - d. In the event of an emergency requiring leave prior to or following such holiday and/or vacation, the bargaining unit member shall state the reason for leave.
 - e. Business leave not used during the school year shall accrue as sick leave in the following year.
6. A bargaining unit member shall request permission from his/her principal or supervisor, as appropriate, in advance of attending any conference within the state of Michigan. Conferences outside the state of Michigan require Board approval.
 - a. Permission will be governed by the availability of a substitute, or special building situations, and the principal's judgment as to the needs of and/or benefits to the bargaining unit member and the programs or activities concerned.
 - b. Expenses will be allowed as follows: The Board adopted mileage allowance for automobile; the salary of a substitute if one is employed; lodging, actual cost (normally not to exceed \$55.00 per night); meals (not to exceed \$30.00 per day); registration fee; and if transportation is by public carrier, the most economical means.
 - c. Any bargaining unit member may make application to the principal to attend a conference at his/her own expense, except that the cost of a substitute shall be borne by the Board. Verbal or written reports may be required.
7. A bargaining unit member shall request permission from his/her principal or supervisor in advance of making any visitation. Visitations shall be within the state of Michigan.
 - a. Permission will be governed by the availability of a substitute, special building situations, and the number of visitations previously made. No permission will be granted for the day preceding or the day following holidays and vacations, or the first and last day of the school year.
 - b. Reimbursable expenses will be limited to the salary of a substitute if one is employed.

8. Visitations made by a bargaining unit member at the request of the Board shall not be subject to the limitations in Section 7 above. Expenses for visitations outside the District shall be allowed as outlined in Section 7.b above.
9. Appearance in court necessitated by a school-related incident.
10. Attendance at a particular function when requested by the Board.
11. Leave will be granted for jury duty. The Board shall pay the bargaining unit member's regular pay provided the bargaining unit member remits the pay received for jury duty to the Business Office.
12. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board shall grant sabbatical leaves for study provided:
 - a. No more than one (1) bargaining unit member in the District shall be on sabbatical leave at any one time except in approved circumstances.
 - b. Requests shall be submitted to the Superintendent in writing on or before February 1, and finalized by May 1, of the school year in which the leave is requested.
 - c. The bargaining unit member shall have worked at least seven (7) full consecutive years in the District.
 - d. The bargaining unit member shall agree to remain in the employ of the District for a period of not less than one (1) year following his/her return from sabbatical leave. The study to be pursued during the sabbatical leave shall be applicable to the field of education as determined by the Superintendent. Changing the proposed course of study without approval may result in withdrawal of the leave.
 - e. The bargaining unit member will be required to file periodic reports at such times as may be mutually agreed upon between the Superintendent and the bargaining unit member.
 - f. The Board shall be responsible for granting all sabbatical leaves. Approval for said leave will be contingent upon securing a certified teacher who is qualified to assume the applicant's duties while on leave.
 - g. Upon return, the bargaining unit member shall be entitled to advance to the next step on the salary schedule provided all of the requirements of the sabbatical leave have been, in the judgment of the Superintendent, fulfilled satisfactorily.
 - h. The compensation of a bargaining unit member on sabbatical leave shall be half of his/her annual base salary rate. During the sabbatical leave, the provisions of sabbatical leave shall apply, and the Board will continue to pay insurance premiums on behalf of the bargaining unit member. The bargaining unit member will be paid on the payroll dates established for that particular school year.

- i. Upon return from a sabbatical leave, the bargaining unit member shall be returned to the same position from which the leave was taken or, to an equivalent position for which s/he is certified and qualified.
13. The Board shall grant up to twenty (20) full days of leave each year to the Association for the purpose of conducting Association business subject to the following:
- a. The Association agrees to reimburse the Board for the substitute's pay.
 - b. With the exception of the Association President, any one (1) bargaining unit member shall be limited to a maximum of five (5) days of Association leave in any given school year.
 - c. The Association President shall endorse requests for the use of Association leave days.
 - d. Attendance at conferences sponsored by the NEA, MEA or affiliated organizations which relate to curriculum are to be authorized via the procedure outlined in Section A.6., and shall not be counted as Association leave days.
 - e. Association leave shall not be granted for activities in relation to or in support of any work stoppage or strike.

B. Unpaid Leaves of Absence

1. Upon request, a bargaining unit member shall be entitled to an unpaid parental leave of absence for a period of up to one (1) year. Said parental leave shall be available for the birth of a child, the placement of a child for adoption or foster care and for the first year care of a child.
 - a. A pregnant bargaining unit member may commence leave before or after the birth of her child. In the latter case, the leave is available to the bargaining unit member at the termination of her disability. In the event of the child's death and upon the bargaining unit member's request, the parties to this Agreement may mutually agree to terminate the leave.
 - b. A bargaining unit member shall notify the District in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon receipt of the requisite information.
 - c. The bargaining unit member and the District may mutually agree that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday.

- d. For bargaining unit members who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of the leave:
 - i. Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period.
 - ii. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
 - e. Upon return, a tenured bargaining unit member shall be returned to the same position from which the leave was taken if such position exists, or, if such position has been eliminated, to an equivalent position for which he/she is certified and qualified.
 - f. Upon return, a probationary bargaining unit member shall be re-employed provided there is a vacancy for which the bargaining unit member is certified and qualified.
 - g. In case of reduction in staff during the leave period, the provisions at Article XVI shall govern.
 - h. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.
2. Bargaining unit members who have been employed for at least twelve (12) months and who work at least half time, shall be eligible for twelve (12) weeks of a family medical leave during each fiscal year, July 1 to June 30.
- a. A bargaining unit member may take a combined total of twelve (12) work weeks of family medical leave for the care of a serious health condition of the bargaining unit member's spouse, child or parent, or the bargaining unit member himself/herself where the condition results in the member being unable to perform the responsibilities of his/her position.
 - b. For purposes of a family medical leave, child includes biological and adopted children, foster children, step children and legal wards who are under eighteen (18) years of age or who are incapable of self care because of a mental or physical disability.
 - c. For purposes of a family medical leave, parent includes a biological parent or an individual who stood in a "loco parentis" to the bargaining unit member when the bargaining unit member was a child.

- d. For purposes of a family medical leave, a serious health condition is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital or medical care facility or continuing treatment by a health care provider.
- e. If the need for a family medical leave is foreseeable based on planned medical treatment of the bargaining unit member or the bargaining unit member's child, spouse or parent, a bargaining unit member shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operation of the District, subject to the approval of the health care provider. The bargaining unit member shall provide the Assistant Superintendent for Personnel with thirty (30) calendar days written notice prior to the date the leave is to commence; however, where the need is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon his/her receipt of the requisite information.
- f. Any health, dental and/or vision insurance shall be continued with the premiums paid by the District at the level and under the conditions that coverage would have been provided if the bargaining unit member had continued in employment during the leave period. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
- g. A bargaining unit member shall have the right to take the leave intermittently or on a reduced leave schedule when medically necessary, subject to sections h and i below. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday. The use of a leave intermittently or on a reduced leave schedule shall reduce the twelve (12) week leave period only by the amount of leave actually taken.
- h. A bargaining unit member principally employed in an instructional capacity taking a leave on an intermittent or reduced leave schedule basis for a planned medical treatment, which would result in being absent from work more than twenty (20%) percent of the total number of working days in the leave period, may be required to either: (i) take the leave for period(s) of a particular duration, not to exceed the duration of the planned medical treatment or (ii) to transfer temporarily to an available alternate position for which he/she is certified and qualified and which better accommodates recurring period(s) of leave. Such a transfer shall be to an equivalent position with compensation and benefits as provided in this Agreement.
- i. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health

care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment, and the medical necessity for the intermittent or reduced leave schedule. When the leave is for a bargaining unit member's spouse, child or parent, the certification shall also state that leave on an intermittent or reduced schedule for the bargaining unit member is necessary for the care of the spouse, child or parent, and will assist in their recovery.

- j. The bargaining unit member may elect to use his/her accumulated sick leave, business leave and/or any combination thereof for all or any part of a leave.
- k. The Board reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the responsibilities of his/her employment. The Board may require that the bargaining unit member obtain subsequent re-certifications on a reasonable basis.
- l. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection i or k above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
- m. A bargaining unit member, upon return from a leave, shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is certified and qualified.
- n. The following provisions shall apply to periods of leaves near the conclusion of an academic term or semester for bargaining unit members who are employed principally in an instructional capacity:
 - i. If a bargaining unit member begins a leave five (5) or more weeks prior to the end of a school term/semester, and the period of the leave is more than three (3) weeks, the Board may require the bargaining unit member seeking to return from the leave within the last three (3) weeks of a term/semester to wait to return from the leave until the start of the next term/semester.

- ii. If a bargaining unit member begins a leave due to the serious health condition of a spouse, child or parent less than five (5) weeks prior to the end of a school term/semester, and the period of the leave is more than two (2) weeks, the Board may require the bargaining unit member seeking to return from the leave within the last two (2) weeks of a term/semester to wait to return from the leave until the start of the next term/semester.
 - iii. If a bargaining unit member begins a leave due to the serious health condition of a spouse, child or parent less than three (3) weeks prior to the end of a school term/ semester, and the period of the leave is more than five (5) work days, the Board may require the bargaining unit member to continue on the leave until the end of the term/semester.
 - o. The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993.
 - p. In recognition of the confidential nature of the required certifications set forth herein, all such information shall be requested by and submitted to the Assistant Superintendent for Personnel.
3. A bargaining unit member may request a general leave of absence without pay for purposes of pregnancy, child birth, and/or child care for up to one (1) year.
- a. A bargaining unit member requesting said leave of absence shall apply in writing to the Assistant Superintendent for Personnel at least forty-five (45) calendar days prior to the anticipated date of the commencement of the leave. The request shall set forth the anticipated beginning and ending dates of the leave. In appropriate circumstances, the Employer may, in its discretion, waive the forty-five (45) day notice period.
 - b. Upon return from leave, the bargaining unit member shall be reinstated to the position from which the leave was taken provided said position still exists or if not, to a position for which the bargaining unit member is certified and qualified.
 - c. Should a reduction in staff occur during the leave period, the provisions of Article XVI shall govern.
 - d. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
4. Upon written application, a bargaining unit member who has been employed by the Board for at least five (5) years will be granted an unpaid study leave for a period not to exceed one (1) school year; provided, however, no more than three (3) bargaining unit members will be on study leave in any given year. If more than three (3) applications are filed for any given year, applications will be considered in order of the filing dates.

- a. A bargaining unit member planning to take such leave shall give written notice to the Assistant Superintendent for Personnel as soon as possible prior to the school year in which the leave will be taken and shall file a formal written application no later than April 1 of said preceding year.
 - b. Leave shall not be granted unless the Board has employed a suitable replacement for the bargaining unit member by June 15.
 - c. If no replacement has been employed, the bargaining unit member shall not be granted leave under this provision but may apply and shall be granted a general leave, subject to the terms and conditions applicable to such leave, as provided elsewhere in this Agreement.
 - d. Upon return from leave, a bargaining unit member shall be reinstated to the position from which the leave was taken provided said position still exists or if not, to a position for which the bargaining unit member is certified and qualified.
 - e. The bargaining unit member will be required to take at least nine (9) semester hours of credit each semester or nine (9) term hours each quarter at an institution of higher education which is accredited by the North Central Association of Colleges and Secondary Schools, or its equivalent.
 - f. The bargaining unit member will advance on the salary schedule as he/she would have advanced had he/she been employed by the Board.
 - g. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
 - h. Should a reduction in staff occur during the leave period, the provisions of Article XVI shall govern.
5. A leave of absence shall be granted to a bargaining unit member who is inducted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States or shall be granted a leave in accordance with federal or state law. Upon completion of such service, reinstatement shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments and seniority shall accrue.
6. The Board may grant a general leave. The following conditions apply to general leaves under this Article.
- a. A bargaining unit member shall acquire tenure to be eligible for a general leave.
 - b. Requests for general leave shall be submitted in writing by May 1. Bargaining unit members requesting a general leave shall indicate the reason for which the leave is requested.
 - c. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.

- d. Salary increments shall not accrue.
 - e. Sick leave shall not accrue, but unused sick leave held at the start of the leave, shall be retained.
 - f. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
 - g. The bargaining unit member shall provide written notice to the Assistant Superintendent for Personnel of his/her intent to either return or resign by March 1 of the year in which the leave expires, except that second semester leaves shall have a May 1 notification date.
 - h. Reinstatement during the school year shall be at the discretion of the Board. A bargaining unit member who provides timely notice of his/her intent to return for the following year, and who meets the other leave provisions shall be returned to a position for which the bargaining unit member is certified and qualified.
7. A leave of absence of up to two (2) years shall be granted to any bargaining unit member upon application for the purpose of serving full time in an elective office of the MEA or NEA.

ARTICLE XVIII: Compensation

- A. The basic salaries of bargaining unit members shall be as set forth in Appendix A which is attached to and incorporated into this Agreement. Said salaries shall remain in effect for the designated periods.
- 1. Pay periods shall be every two (2) weeks during the entire year. The pay periods may be based on either a ten (10) or twelve (12) month year at the option of the bargaining unit member. Unless the Assistant Superintendent for Personnel is notified otherwise by no later than August 1, the bargaining unit member will be presumed to have selected the twelve (12) month plan. Those selecting the ten (10) month plan shall remain on this plan for the entire school year.
 - 2. Bargaining unit members on the twelve (12) month plan shall notify the Assistant Superintendent for Personnel no later than April 1 if they wish a lump sum payment at the end of the school year.
 - 3. The twelve (12) month lump sum plan shall continue in effect from year to year unless revoked by April 1 in any school year.
 - 4. Once designated, the ten (10) month pay plan shall continue in effect from year to year unless revoked by the bargaining unit member prior to August 1 in any school year.

5. When a regular pay day occurs within a vacation period during the school year, that pay day shall be advanced to the last day prior to the beginning of said vacation period, provided that no more than one (1) pay period shall be advanced with respect to any vacation period.
- B. Upon employment with the District, bargaining unit members may be granted up to full credit on the salary schedule for years of outside teaching experience in a school district accredited by a recognized accrediting agency. Such experience credit will be determined by the Superintendent. The Superintendent may, in his/her discretion, grant up to full credit on the salary schedule for experience related to K-12 teaching.
- C. If a bargaining unit member receives an overpayment of funds for salary or other amounts and it has been determined that there has been such an overpayment, the Board will, pursuant to MCLA 408.477; MSA 17.277(2), deduct the overpayment from the bargaining unit member's wages. If the overpayment has occurred over a period of time, such deductions shall also be made over an equal amount of time.
- D. Upon qualification for additional salary due to an advanced degree and/or additional hours, a bargaining unit member shall be advanced to the appropriate new salary schedule at the beginning of each semester.
1. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Assistant Superintendent for Personnel with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed said hours and/or degree from the college registrar shall be deemed sufficient documentation. An official transcript of the work shall be submitted as soon thereafter as possible.
 2. A unit member who submits the necessary documentation in accordance with section 1 above, shall be paid retroactive to the first day of the semester in question.
 3. A unit member who submits the necessary documentation after September 30 and/or after January 30 shall not be entitled to retroactive pay, but shall qualify with the first pay of the next semester.
 4. In order to be approved, additional degrees and/or hours shall be applicable to the teaching field unless otherwise approved by the Assistant Superintendent for Personnel.
 5. Bargaining unit members who began coursework toward a BA+30 and/or an MA prior to the 1978-1979 school year shall be exempt from the provisions of section 4 above.
 6. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the credits be earned subsequent to the acquisition of a Master's Degree.
- E. The MA+15 and MA+30 salary schedules provide incentive compensation to bargaining unit members who pursue and acquire additional professional skills related to their teaching.

Said salary schedules compensate bargaining unit members who add to their qualifications through individual effort above and beyond those professional development activities provided by the District during the bargaining unit member's workday.

Accordingly, qualification for credit on the MA+15 and the MA+30 salary schedule shall be governed by the following:

1. The terms, "course work," as used herein shall be defined as those college/or university courses that are taken outside of a degree program.
2. CEUs as used herein shall be defined as professional development acquired through seminars, conferences, workshops, etc. Ten (10) CEU hours shall be credited as one (1) college/university credit hour.
3. The course work or CEUs shall have been approved in advance by the Assistant Superintendent for Personnel.
4. The course work or CEUs shall have been pursued at times other than during the bargaining unit member's scheduled workday.
5. The cost(s) of course work or CEUs, if any, shall not be borne by the District.
6. Upon qualification for additional salary due to additional hours including CEUs, a bargaining unit member shall be advanced to the appropriate new salary schedule at the beginning of each semester.
 - a. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Assistant Superintendent for Personnel with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed additional hours from the college registrar shall be deemed sufficient documentation. An official transcript of the work shall be submitted as soon thereafter as possible.
 - b. Written confirmation from the program sponsor that the bargaining unit member has completed the number of CEU hours of instruction previously approved by the Assistant Superintendent for Personnel or a CEU certificate will be deemed sufficient documentation.
7. A bargaining unit member who submits the necessary documentation in accordance with section 6 above, shall be advanced to the appropriate salary schedule effective the first day of the semester in question and paid retroactive to the first day of that semester.
8. A bargaining unit member who submits the necessary documentation after September 30 and/or after January 30 shall be advanced to the appropriate salary schedule effective the first day of the succeeding semester and shall not be entitled to retroactive pay.
9. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the hours or CEUs be earned subsequent to the acquisition of a Master's Degree.

F. Longevity as set forth in Appendix A is payment for continued service in the District.

1. Bargaining unit members who do not complete a full school year at steps 16, 20, 24 and 28 will receive a pro-rata share of the longevity payment for that school year based on the number of contract days worked compared to the total number of contract days in that year.
2. A bargaining unit member at steps 15.5, 19.5, 23.5, 27.5 or higher at the commencement of any given school year will receive one-half (1/2) of the longevity step that school year. For example, if the bargaining unit member is placed on step 15.5 of the salary schedule at the beginning of the 1991-92 school year, s/he shall receive \$450.00 which is half of the \$900.00 longevity payment at step 16. Such payment shall be remitted in equal installments on the established pay periods.

G. If by mutual consent, a bargaining unit member shall teach more than the normal teaching load as set forth in Article VIII, he/she shall receive an additional one-sixth (1/6) of his/her annual base salary for the duration of said assignment.

H. A bargaining unit member required in the course of his/her work to drive his/her personal automobile, shall receive the IRS allowance as of July 1 each year for travel within and outside of the District provided he/she receives prior written approval. Unit members who travel regularly shall receive approval and reimbursement every three (3) months.

I. Extra-duty assignments shall be compensated in accordance with Appendix B which is attached to and incorporated into this Agreement.

ARTICLE XIX: Insurance Benefits

A. The Employer shall pay the premiums for one (1) of the following MESSA Plans for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. Bargaining unit members not electing Plan A will select Plan B.

1. Plan A

Super Care I
Delta Dental Plan E-007 with internal and external COB
\$25,000 Life Insurance with AD & D
Vision Care, VSP 2

2. Plan B

The Employer shall provide a cash option in lieu of health benefits. The cash amount shall be equal to the Board-paid portion of the single subscriber premium for Super Care I. Bargaining unit members may elect to apply the cash toward any of the MESSA non-taxable variable health options and/or an annuity as defined by Section 405[b] of the Internal Revenue Code. Bargaining unit members who elect to continue the annuity option may do so by entering into a salary reduction agreement with the Employer.

Delta Dental Plan E-007 with internal and external COB
\$30,000 Life Insurance with AD & D
Vision Care, VSP 3

3. Should a husband and wife both be employed in a bargaining unit position, one will be eligible to select Plan A and the other will be eligible to select Plan B.
4. In addition to the foregoing, the Employer shall pay the premiums for long term disability insurance to provide 66 2/3% of monthly contractual salary up to a maximum of \$3,000 with a thirty (30) calendar day modified fill waiting period, subject to the rules and regulations of the insurance carrier. The Employer shall name the carrier for long term disability insurance.

B. The Employer shall pay the premiums for the bargaining unit member who works half-time, the unit member's designation of one (1) of the following MESSA health options for a full twelve (12) month period.

1. Plan A

An amount equal to the Board-paid portion of the Single Subscriber premium for Super Care 1, to be applied toward Super Care 1.

2. Plan B

An amount equal to the Board-paid portion of the Single Subscriber premium for Super Care 1, to be applied toward the following:

Delta Dental Plan E-007 with internal and external COB
\$25,000 Life Insurance with AD & D
Vision Care, VSP 2.

- a. Any remaining balance of the Board paid portion of the single subscriber premium will be remitted in cash. Bargaining unit members may elect to apply the cash toward any of the MESSA non-taxable variable health options and/or an annuity as defined by Section 403[b] of the Internal Revenue Code. Bargaining unit members who elect to continue the annuity option may do so by entering into a salary reduction agreement with the Employer.
- b. In addition to the foregoing, the Employer shall pay the premiums for long term disability insurance coverage which will provide a monthly benefit equal to 66 2/3% of a bargaining unit member's base salary, as set forth in Appendix A, up to an annual maximum of \$66,000.00. Benefits will commence upon either: (i) the expiration of thirty (30) calendar days of disability accumulated in any twelve (12) consecutive month period or upon exhaustion of the bargaining unit member's accumulated sick days, whichever is later, provided the last three (3) days of disability are consecutive and due to the same or related cause or (ii) upon expiration of three (3) consecutive days of disability occurring during a school year in which the requirement set forth in (i) above was previously satisfied. Long

term disability benefits will be subject to the rules and regulations of the insurance carrier. The Board shall name the carrier for long term disability insurance.

- c. Should the bargaining unit member be covered by dental and/or vision insurance through a spouse, he may waive his right to the same through the Employer in which case the appropriate portion of the single subscriber premium will be applied to the cost of the remaining portion of the above program and the balance may be applied toward any of the MESSA non-taxable variable health options and/or an annuity, as defined in Section 403(b) of the Internal Revenue Code.

- C. Effective September 1, 1995 , the Board will pay the increase in health insurance premiums up to a maximum of five percent (5%) over the 1994-1995 health insurance premiums. Any increase beyond the five percent (5%) shall be borne by the bargaining unit member.

Effective September 1, 1996 , the Board will pay the increase in health insurance premiums up to a maximum of ten percent (10%) over the 1994-1995 health insurance premiums. Any increase beyond the ten percent (10%) shall be borne by the bargaining unit member.

- D. The Employer has adopted a qualified plan under which bargaining unit members receive cash in lieu of medical coverage offered by the Employer, including a salary reduction agreement, which complies with Section 125 of the Internal Revenue Code, thereby permitting a bargaining unit member to reduce salary by the amount of any health insurance premium before federal, state and FICA taxes are deducted. Bargaining unit members may enter into a salary reduction agreement with the Employer for the purposes of paying the difference between the premiums paid by the Employer and the cost of his insurance program and having same payroll deducted with pre-tax dollars.

- E. The insurance year for all eligible bargaining unit members shall be September 1 through August 31.

- F. Insurance provided by the Board under the health insurance options above, shall cover the bargaining unit member only, or the bargaining unit member and his/her spouse, or full family coverage, as the bargaining unit member is eligible. Half-time bargaining unit members shall be covered as specified in section B above.

- G. In order to provide for an orderly transfer of coverage for bargaining unit members wishing to change options, an open enrollment period shall be designated in cooperation with the carrier annually.

- H. Once coverage is designated, it shall not be altered except as birth or adoption, marriage, social security eligibility or death or change in dependent status is involved or until the next open enrollment period. Bargaining unit members are required to notify the personnel office of any such changes within thirty (30) calendar days of the change. Bargaining unit members failing to do so shall reimburse the District for any unnecessary premiums paid on the bargaining unit member's behalf.

- I. Failure to make use of all or any part of the maximum possible premium coverage available shall not make any funds transferable to cash or other form of benefit for the benefit of the bargaining unit member or others.

- J. For present bargaining unit members, the Board shall continue its contribution toward such benefits the first of the month following ratification.
- K. For new bargaining unit members employed and on the job on or before the 15th day of any month, the contribution shall begin the first of the following month. For those employed subsequent to the 15th of any month, the contribution shall begin the first of the second succeeding month, except that bargaining unit members employed for a new school year, shall be covered beginning September 1.
- L. For bargaining unit members leaving the payroll prior to the 15th of any month, the contributions shall cease with that month. The Board will consider a bargaining unit member to have left the payroll at the end of ten (10) working days after the bargaining unit member is not working and has exhausted sick leave and business leave. If this day falls on or before the 15th of the month, the bargaining unit member will assume next month's premium and if this day is after the 15th of the month, the Board will pay next month's premium with the bargaining unit member paying subsequent premiums. In determining the question of "leaving the payroll," the date of actual payment to the bargaining unit member will not be used for any purpose.
- M. For bargaining unit members leaving the payroll for reasons of health, their health and LTD insurance will be continued by the Board for two (2) additional months.
- N. Bargaining unit members who resign effective at the end of a school year after having been employed the entire school year, shall have their Board-paid insurance coverages extended through the following August 31.
- O. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his/her fringe benefits for up to one (1) year through the Employer by paying the group premiums in advance.
- P. Bargaining unit members are covered by the Worker Compensation Act for work-related injury or illness. In the event of a work-related injury or illness, the bargaining unit member shall be paid at his regular rate, but time lost from work is chargeable against the bargaining unit member's accumulated sick leave.

After the five (5) workday waiting period, the bargaining unit member is eligible for Worker Compensation benefits, and his pay will be reduced to the difference between said Worker Compensation benefits and his regular rate. Sick leave will be charged on a pro-rata basis computed on the relationship of his differential pay to his regular rate of pay subject to the requirements of Section 354 of the Workers Compensation Act as amended.

ARTICLE XX: Retirement

- A. Upon a bargaining unit member's retirement, in accordance with the requirements of the Michigan Public School Employees Retirement Act, a terminal leave pay as determined by the greater of (1) or (2) below will be paid if the bargaining unit member has at least ten (10) years of continuous employment with the District.

1. \$100.00 per year of employment in the District, or
2. A sum equal to 50% of the current wage for each accumulated leave day. Section 2 is limited to a sum up to twice the amount calculated by (1).

B. As an assistance for early retirement, the Board agrees to provide those bargaining unit members electing early retirement in accordance with the provisions of the State Retirement Act, a one-time assistance payment according to the schedule below:

1st period of eligibility under MPSERS	\$8,500
2nd period of eligibility under MPSERS	7,000
3rd period of eligibility under MPSERS	6,000
4th period of eligibility under MPSERS	5,000
Thereafter	-0-

1. The terms, "period of eligibility under MPSERS" shall be defined as the first year that the bargaining unit member becomes eligible for full retirement benefits under the Act.
2. If a bargaining unit member's birthday falls during the school year, s/he shall be able to complete the school year, but shall not be able to start the following school year without an adjustment in the period of eligibility.
3. The assistance payment may be made in a lump sum, 21 or 26 pays whichever method the bargaining unit member selects, the payments to begin at a date within one (1) year of the retirement date, as specified by the bargaining unit member.
4. Benefits under this provision shall terminate upon the death of the retiree as it is not intended as a benefit for survivors. The bargaining unit member must meet state requirements for retirement. "Retirement" means that the bargaining unit member shall make application for benefits under the Michigan Public School Employees Retirement Act.
5. The bargaining unit member will not receive the assistance payment until s/he has presented proof of retirement from the Michigan Public School Employees Retirement System and submitted an official copy of birth certificate and/or official proof of birth.
6. The Board requires thirty (30) days notice prior to the date of retirement. Failure to provide the prescribed notification shall void the bargaining unit member's entitlement to the assistance pay provisions of this Agreement.
7. To determine the level of assistance pay, the Board will use the age of the bargaining unit member at the time of retirement.

ARTICLE XXI: Public School Academies

- A. Should the Employer decide to grant a contract to organize and/or operate a Public School Academy, the Association shall be notified prior to same becoming operational.

- B. The wages, hours, terms and conditions of employment of bargaining unit members who work in a Public School Academy shall be governed by the Master Agreement.
- C. Should the Public School Academy provisions of the School Code be amended or repealed, same shall be subject to negotiation between the parties within thirty (30) calendar days of such amendment or repeal.

ARTICLE XXII: Miscellaneous Provision

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member, the Association, the Board or a member of the Board, shall be found contrary to law, then such provision or application 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.
- B. Copies of this Agreement will be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board during the term of this Agreement.
- C. Neither party shall have any control over the selection of the negotiating representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Association, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.
- D. 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 to this Agreement in writing and signed amendment to this Agreement.
- E. The parties agree to meet at mutually convenient times during the life of this Agreement to review the language of the Agreement and seek mutual understanding on its interpretation.
- F. Individual contracts between the Board and individual bargaining unit members shall be subject to the terms and conditions of the Master Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, for its duration, shall govern.

APPENDIX A: 1997-1998 Salary Schedule

Step	BA	BA + 30	MA	MA + 15	MA + 30
1	\$30,075	\$30,075	\$30,075	\$30,075	\$30,075
2	\$31,067	\$31,280	\$32,820	\$32,820	\$32,820
3	\$32,080	\$32,498	\$33,574	\$33,574	\$33,574
4	\$33,530	\$34,329	\$35,553	\$35,553	\$35,553
5	\$35,031	\$36,157	\$38,284	\$38,284	\$38,284
6	\$36,715	\$38,172	\$40,272	\$41,112	\$42,344
7	\$38,401	\$40,184	\$42,629	\$43,558	\$44,866
8	\$40,083	\$42,198	\$44,989	\$46,048	\$47,430
9	\$41,865	\$44,206	\$47,424	\$48,542	\$49,998
10	\$43,544	\$46,292	\$49,853	\$51,069	\$52,601
11	\$45,760	\$48,693	\$52,787	\$54,110	\$55,765
12	\$47,661	\$50,719	\$54,982	\$56,358	\$58,050

Longevity 1997-1998

- \$900 at Step 16
- \$900 at Step 20
- \$900 at Step 24
- \$900 at Step 28

APPENDIX A: 1997-98 OFF-SCHEDULE, ONE-TIME SALARY PAYMENT

Step	BA	BA + 30	MA	MA + 15	MA + 30
1	\$601	\$601	\$601	\$601	\$601
2	\$621	\$626	\$656	\$656	\$656
3	\$642	\$650	\$671	\$671	\$671
4	\$671	\$687	\$711	\$711	\$711
5	\$701	\$723	\$766	\$766	\$766
6	\$734	\$763	\$805	\$822	\$847
7	\$768	\$804	\$853	\$871	\$897
8	\$802	\$844	\$900	\$921	\$949
9	\$837	\$884	\$948	\$971	\$1,000
10	\$871	\$926	\$997	\$1,021	\$1,052
11	\$915	\$974	\$1,056	\$1,082	\$1,115
12	\$953	\$1,014	\$1,100	\$1,127	\$1,161

Longevity 1997-98:

- \$900 at Step 16
- \$900 at Step 20
- \$900 at Step 24
- \$900 at Step 28

During the 1997-98 school year, bargaining unit members will remain on the same step of the salary schedule as they were on in the 1996-97 school year or on the step at which they were placed at the time of initial employment if they were hired to work at any time in the 1997-98 school year, whichever is applicable.

During the 1997-98 school year, bargaining unit members will remain on the same longevity step as they were on in the 1996-97 school year.

The foregoing off-schedule payment(s) shall be remitted in a separate check on or before June 30, 1998.

	<u>BA00</u>	<u>BA30</u>	<u>MA00</u>	<u>MA15</u>	<u>MA30</u>
0.00	31443.00	31443.00	31443.00	31443.00	31443.00
1.00	31443.00	31443.00	31443.00	31443.00	31443.00
2.00	32480.00	32704.00	34313.00	34313.00	34313.00
3.00	33540.00	33977.00	35101.00	35101.00	35101.00
4.00	35056.00	35891.00	37171.00	37171.00	37171.00
5.00	36625.00	37802.00	40026.00	40026.00	40026.00
6.00	38385.00	39908.00	42104.00	42982.00	44271.00
7.00	40148.00	42013.00	44569.00	45540.00	46907.00
8.00	41907.00	44118.00	47036.00	48143.00	49588.00
9.00	43770.00	46217.00	49581.00	50751.00	52273.00
10.00	45525.00	48398.00	52121.00	53392.00	54994.00
11.00	47842.00	50909.00	55189.00	56572.00	58302.00
12.00	49829.00	53026.00	57484.00	58922.00	60691.00
13.00	49829.00	53026.00	57484.00	58922.00	60691.00
14.00	49829.00	53026.00	57484.00	58922.00	60691.00
15.00	49829.00	53026.00	57484.00	58922.00	60691.00
16.00	50729.00	53926.00	58384.00	59822.00	61591.00
17.00	50729.00	53926.00	58384.00	59822.00	61591.00
18.00	50729.00	53926.00	58384.00	59822.00	61591.00
19.00	50729.00	53926.00	58384.00	59822.00	61591.00
20.00	51629.00	54826.00	59284.00	60722.00	62491.00
21.00	51629.00	54826.00	59284.00	60722.00	62491.00
22.00	51629.00	54826.00	59284.00	60722.00	62491.00
23.00	51629.00	54826.00	59284.00	60722.00	62491.00
24.00	52529.00	55726.00	60184.00	61622.00	63391.00
25.00	52529.00	55726.00	60184.00	61622.00	63391.00
26.00	52529.00	55726.00	60184.00	61622.00	63391.00
27.00	52529.00	55726.00	60184.00	61622.00	63391.00
28.00	53429.00	56626.00	61084.00	62522.00	64291.00

*** END OF REPORT

APPENDIX B: Extra-Duty Positions and Salaries

1. Percentage rated positions are based on years of experience in the activity and are applied to the bargaining unit member's degree track on Appendix A.

Athletics

Baseball/Softball		
Head Coach	9%	
Reserve Coach	7%	
Junior High Coach	6%	
Basketball		
Head Coach	10%	
Reserve Coach	8%	
Freshman Coach	7%	
8th Grade Coaches	6%	
Cheerleading	<u>Fall</u>	<u>Winter</u>
Sr. High Advisor	5%	5%
Jr. High Advisor	3%	4%
Pon Pon		
Sr. High Coach	5%	
Jr. High Coach	4%	
Cross Country		
Coach	7%	
Assistant Coach	6%	
Football		
Head Coach	10%	
Head Reserve Coach	8%	
Head Freshman Coach	7.5%	
Assistant Varsity Coaches	7%	
Assistant Reserve Coaches	7%	
Assistant Freshman Coaches	7%	
Golf		
Coach	7%	
Gymnastics		
Coach	7%	
Soccer		
Head Coach	7%	
Junior Varsity	5%	
Assistant Coach	4%	

Swimming		
Head Coach		9%
Assistant Coaches		7%
Freshman Coach		5%
Tennis		
Head Coach		7%
Assistant Coaches		5%
Track		
Head Coach		9%
Assistant Coaches		7%
Jr. High Coach		5%
Trainer		6%
Volleyball		
Head Coach		9%
Junior Varsity		7%
Freshman Coach		6%
Wrestling		
Head Coach		9%
Assistant Coach(es)		7%
Freshman Coach		6%
Special Olympics		3%
Intramurals (Junior High)		
Other Duties		
Audio Visual		
Elementary		4%
Middle and Jr. High		4%
Senior High		7%
Safety Patrol		
Elementary		4%
Coordinator		1%
High School Annual Advisor		10%
Junior High Annual Advisor		2%
Middle School Annual Advisor		2%
Debate		7%

*Removed for
99-00 School yr.*

*Compu Tech 2%
2 per bldg.*

Forensics	4%
Equations Team Coach	2%
MCTM Coach	1%
Odyssey of the Mind	1%
Science Olympiad Head Coach (Sr. High)	7%
Science Olympiad Asst Coach (Sr. High)	5%
Science Olympiad Ind. Coach (Sr. High)	1% (up to a total of 6%)
Science Olympiad Coach	
Elementary	2%
Middle School	5%
Junior High	5%
Science Olympiad Ass't Coach	
Elementary	1%
Middle School	1% (up to a total of 4%)
Junior High	1% (up to a total of 4%)
Multicultural Club Sponsor (Sr. High)	2%
Key Club Sponsor (Sr. High)	2%
Quiz Bowl Coach	7%
Sr. High School Newspaper	5%
Jr. High School Newspaper	2%
Middle School Newspaper	1%
Sr. Class Head Sponsor	2%
Jr. Class Head Sponsor	3%
Sophomore Class Head Sponsor	1%
Bus Duty - Elementary	
0 - 49 students	5%
50 - 75 students	6%
Over 75 students	7%
Should the number of students being supervised exceed 100, a second person shall be hired at the rate of 7% except at those buildings where students are normally loaded within ten (10) minutes of dismissal.	
Fall Play:	
Director	4%
Director's Helper	1%
Spring Musical	
Director	5%
Assistant Director	2%

Music	
High School	9%
Jr. High School	7%
Middle School	
Instrumental	7%
Vocal	7%
Student Government	
High School Advisor	7%
Junior High	2%
Middle School	2%
Elementary	2%
National Honor Society Advisor	5%
Student Forum	2%
SADD Advisor	2%
PAL Advisor	2%
Peer Resistance Advisor	2%
Events Supervisor	1% (up to 4 supervisors)
K-12 Bldg. Computer Coordinator	7%
Building Science/Health Coordinator	1% per elementary building

Bargaining unit members whose extra-duty position is eliminated by Board action and are thus involuntarily terminated from their employment in said position, shall be re-employed under this Appendix if the position is restored, or if they are re-employed at another level within the same activity. For purposes of definition within this Section, basketball for example is considered as an activity.

Flat Rate Pay Positions:

2. The following positions shall be paid at the rates below:

	<u>1997-98</u>	<u>1998-99</u>	<u>99-00</u>
K-5, K-7, K-12 Curriculum/Department Chairs Subject/Discipline and Elementary Unit Coordinators	\$ 874.00	\$ 891.00	913.00/EA
Grades 6-12 Department Chairs/Unit Leaders			1066.00/EA
Departments of: 0-3 members (FTE)	\$1020.00	\$1040.00	1217.00
4-6 members (FTE)	\$1164.00	\$1187.00	1369.00
7 or more members (FTE)	\$1310.00	\$1336.00	
Grades 6-7 Discipline Chairs	\$ 265.00	\$270.00	277.00
3. Strand Chairs	\$100.00	\$102.00	105.00

		<u>1997-98</u>	<u>1998-99</u>
4.	District wide School Improvement/ Curriculum Council	\$100.00	\$102.00
5.	Seminar Rate:	1997-98 \$19.49	
		1998-99 \$19.88	- 20.38
6.	Teaching Seminar Rate:	1997-98 \$ 24.32	
		1998-99 24.81	- 25.43

105.82

The seminar rate refers to extra-duty pay for teachers who are employed by the District to work on curriculum and other responsibilities that do not involve teaching students directly.

The teaching seminar rate refers to extra-duty pay for teachers who are employed outside of their normal teaching responsibilities and normal teaching hours to teach students in classes such as driver education/summer school.

7. Should the work year for counselors be extended beyond the negotiated school calendar, said counselors shall receive their per diem rate of pay for such periods of work.
8. As of the first day of work in the 1998-99 school year, bargaining unit members who were entitled to be advanced a step on the salary schedule in the 1997-98 school year due to their years of experience shall be advanced so as to reflect said years of experience.

As of the ninety-first (91st) day of work in the 1998-99 school year, bargaining unit members who were entitled to be advanced a step on the salary schedule in the 1998-99 school year due to their years of experience shall be advanced so as to reflect said years of experience.
9. In those buildings where there are no bargaining unit members who perform bus supervision on a daily basis, the following shall apply:
 1. Prior to September 15 in each school year, the Employer shall post a form on which bargaining unit members may register their interest in serving as a bus supervisor in an emergency situation. Said registration once completed shall be valid for one (1) school year.
 2. The registration form shall be posted in each building for five (5) full workdays.
 3. An emergency situation shall be defined as an unforeseeable circumstance or series of circumstances which are not expected to recur on a predictable basis.
 4. The administration will offer emergency bus supervision duty first to the bargaining unit member who occupied the bus duty position in the 1993-94 school year. Should s/he be unavailable, same shall be offered to a bargaining unit member based upon registered interest and availability at the time of the emergency.

5. Bargaining unit members who supervise the buses as set forth herein shall be compensated at a minimum of one (1) hour at the seminar rate established at Appendix B of the Master Agreement.

APPENDIX C: 1998-99 CALENDAR

August 25, 1998	New teachers report
August 26 - 27, 1998	Two (2) pre-school teacher days
August 31, 1998	First day of student instruction
September 4 - 7, 1998	Labor Day weekend
Week of September 14, 1998	K-7 parent/teacher conferences (3½ days on 9/16, 9/17, 9/18) (Evening conferences on Wednesday, 9/16 and Thursday, 9/17)
October 7 - 8, 1998	8-12 parent teacher conferences, (3 sessions) (10/7: ½ day instruction/½ day conferences/evening conferences) (10/ 8: full day instruction, evening conferences)
October 9, 1998	8-12 half day, conference comp.
November 26-27, 1998	Thanksgiving Holiday
December 21 - January 1, 1999	Winter Holiday
January 18, 1999	Martin Luther King, Jr. Day. No school for students; In service day for teachers
February 12 and 15, 1999	Mid-Winter break
Week of February 22, 1999	K-7 conferences (3 half days on 2/24, 2/25, 2/26) Evening conferences on Wednesday, 2/24 and Thursday, 2/25
March 3-4, 1999	8-12 parent teacher conferences (2 sessions) (3/3: ½ day instruction/½ day conferences) 3/4: full day instruction, evening conferences; HHS and HJHS alternate evening conferences on 3/3 and 3/4 respectively)
March 5, 1999	8-12 half day, conference comp.
April 2, 1999	Half day prior to Spring Break
April 5-9, 1999	Spring Break
May 26, 1999	Full day of classes 8-12
May 31, 1999	Memorial Day - no school
June 10, 1999	Last day of school. Half day for students; full day for staff

181 student days; 184 teacher days

August 26 is a District in-service day to be used for building/district business meetings. August 27 is teacher preparation time.

APPENDIX C: 1999-2000 CALENDAR

Winter Break	December 20 - 31, 1999
Classes resume	January 3, 2000
Spring Break	April 3 - 7, 2000
Classes resume	April 10, 2000



Appendix D: Pre-Evaluation Instrument for Tenured/Probationary Teachers

Teacher _____ Position _____ Building _____

Probationary Year _____ Tenured _____ Principal _____ Date _____

School Year _____

Individualized Development Plan
(Required for Probationary Teachers and for tenured teachers whose performance is less than satisfactory)
 Items which are circled under each Performance Area indicate areas in which further development is needed.

Teacher		Supervisor				
Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Performance Area



A. Classroom Environment

Comments:

- Interacts with class
- Interacts with individual pupils
- Disciplines individual pupils
- Reinforces class
- Reinforces individual pupils
- Is available to pupils
- Establishes a sense of unity and cohesiveness

Teacher/Supervisor Plan for Improvement

(Note: If space on this form is not sufficient, please add additional pages.)

Individualized Development Plan

(Required for Probationary Teachers and for tenured teachers whose performance is less than satisfactory)
 Items which are circled under each Performance Area indicate areas in which further development is needed.

Teacher/Supervisor Plan for Improvement

Performance Area

Indicators of Performance

B. School and Community Inter-relationship

- Communicates with parents and co-workers
- Inter-personal skill techniques
- Sensitive and empathetic with others
- Tolerant and fair in dealing with parents and co-workers

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor

Comments:

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor

Comments:

C. Self-Evaluation Skills

- Utilizes self-improvement opportunities
- Utilizes feedback in self-improvement
- Uses self-appraisal skills

(Required for Probationary Teachers and for tenured teachers whose performance is less than satisfactory)
 Items which are circled under each Performance Area indicate areas in which further development is needed.

Performance Area



Indicators of Performance

A. Analysis of Pupil Differences

- Informal methods
- Formal methods

B. Meeting of Individual Differences

- Classroom application
- Instructional resources
- Support services



A. Demonstration of Knowledge

- Identifies and organizes skills and concepts
- Identifies teaching resources

B. Professional Growth Activities

- Considers recent findings, methods and practices
- Shows relationship to instructional delivery system

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Supervisor

Teacher/Supervisor Plan for Improvement

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Supervisor

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Supervisor

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor

Performance Area



Indicators of Performance

A. Instructional Planning

- Utilizes long and short range planning methods
- Correlates planning with curriculum goals and objectives

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Supervisor

Teacher/Supervisor Plan for Improvement

(Required for Probationary Teachers and for tenured teachers whose performance is less than satisfactory)
 Items which are circled under each Performance Area indicate areas in which further development is needed.

B. Instructional Methods and Practices

- Utilizes instructional techniques
- Correlates instruction to planning

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Supervisor

C. Instructional Monitoring and Evaluation

- Establishes criteria
- Monitors progress
- Utilizes evaluation techniques

Teacher

Area of Strength	Successful Performance	Need for Discussion	Special Commendation	Successful Performance	Need for Discussion	No Opportunity to Observe
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Supervisor

GENERAL COMMENTS:

The bargaining unit member and evaluator are requested to sign this Individual Development Plan. The bargaining unit member's signature indicates that he/she has had the opportunity to discuss the Individual Development Plan with the evaluator.

Bargaining Unit Member's Signature

Date

Evaluator's Signature

Date

SUPERVISOR RECOMMENDATIONS:

Recommend Performance Criteria Appraisal Plan

OR

Recommend Performance Improvement Appraisal Plan

Recommend Professional Growth Appraisal Plan (Teacher agreement)

APPENDIX D: CLASSROOM OBSERVATION REPORT

Teacher _____ Building _____ Grade/Subject _____
Date _____ Time: From _____ to _____ Observer _____

Lesson/Activity Observed _____

Note: The purpose of observation is to look for evidence of effective teaching with respect to the following criteria: Humanism, Individual Differences, Instructional Content, Instructional Delivery System and Classroom Management.

I. Areas of Strength:

II. Areas for Discussion:

III. Instructional Strategies Observed:

Comments:

Independent Study

Projects

Lecture

Discussion

Drill

Other _____

APPENDIX D: FINAL EVALUATION SUMMARY

Teacher's Name _____
 Assignment _____
 School Year _____

		Special Commendation	<u>Successful</u>	<u>Unsuccessful</u>
I.	<u>Humanism</u>			
A.	Classroom Environment	_____	_____	_____
B.	School & Community Inter-relationship	_____	_____	_____
C.	Self Evaluation Skills	_____	_____	_____
II.	<u>Individual Differences</u>			
A.	Analysis of Pupil Differences	_____	_____	_____
B.	Meeting of Individual Differences	_____	_____	_____
III.	<u>Instructional Content</u>			
A.	Demonstration of Knowledge	_____	_____	_____
B.	Professional Growth Activities	_____	_____	_____
IV.	<u>Instructional Delivery System</u>			
A.	Instructional Planning	_____	_____	_____
B.	Instructional Methods & Practices	_____	_____	_____
C.	Instructional Monitoring & Evaluation	_____	_____	_____
D.	Reporting/Feedback	_____	_____	_____
V.	<u>Classroom Management</u>			
A.	Organization Techniques	_____	_____	_____
B.	Management Techniques	_____	_____	_____

Comments:

Recommendations:

 Supervisor's Signature

 Date

 Teacher's Signature

cc: Teacher, Supervisor, Personnel File

Adopted May, 1978

ARTICLE D.1: EVALUATION FORM FOR NON-CLASSROOM POSITIONS

Name _____

Date _____

Position _____

Evaluator _____

The evaluation form is to be used with bargaining unit members who are in positions which support the teaching/learning relationship:

Rate the areas as:

- 1. Special Commendation
- 2. Successful
- 3. Unsuccessful

Special Commendation & Unsuccessful ratings must be documented

- 1. Provides services which facilitate instruction. _____
- 2. Helps students discover and further develop their potential. _____
- 3. Assists students in understanding the interaction between themselves and their environment. _____
- 4. In light of all available information, helps students make appropriate decisions. _____
- 5. Helps students accept personal responsibility for their choices. _____
- 6. Demonstrates diligence and dependability in performing assigned work. _____
- 7. Works harmoniously with school staff. _____
- 8. Is discreet with privileged information. _____
- 9. Keeps appointments and commitments. _____
- 10. Demonstrates receptiveness to new techniques and methods and contributes to the improvement of curriculum/education/the profession. _____
- 11. Demonstrates awareness of own strengths and weaknesses and strives for self-improvement. _____
- 12. Provides clear and complete interpretation of program or service. _____
- 13. Ability to develop and maintain working relationships. _____
- 14. Ability to assess situations and determine priorities. _____
- 15. Shows evidence of systematic planning and organization in the development of planning, goals, objectives, activities and evaluations. _____

Comments/Recommendations:

Supervisor's Signature

Date

Bargaining Unit Member's Signature

Date

GENERAL:

The bargaining unit member and evaluator are requested to sign this Individual Development plan. The bargaining unit member's signature indicates that he/she has had the opportunity to discuss the Individual Development Plan with the evaluator.

Bargaining Unit Member's Signature

Date

Evaluator's Signature

Date

LETTER OF AGREEMENT
between the
HOLT BOARD OF EDUCATION
and the
INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA

Upon ratification by the undersigned parties, the conditions which follow shall govern the participation of the Board and the Association in any and all projects included in the term, "Professional Development School" and in any and all restructuring projects, proposals and/or grant activities which may result in altering provisions of the Master Agreement.

- A. The collective bargaining agreement between the parties shall not be modified either formally or informally in connection with the implementation of the Professional Development School Project except as mutually agreed in writing by the undersigned parties.

Accordingly, no individual or group of individuals, whether they are participants in the Professional Development School Project or not, shall have the authority to change the Master Agreement. Any individual or group of individuals seeking or acting to change or modify any condition of employment included in the written provisions of the Master Agreement shall have the prior written approval of the undersigned parties. Bargaining unit members will not be affected by the Professional Development School Project in a manner that is contrary to any term or provision of the Master Agreement except as mutually agreed in writing by the undersigned parties.

1. Because of the experimental nature of the Professional Development School Project, conditions of employment established as part of the Professional Development School Project shall not establish precedent nor be cited as past practice in arbitration, fact finding or mediation outside of this Project, unless agreed to in writing by the undersigned parties.
2. No bargaining unit member shall be required to participate in the Professional Development School Project. Any participation, whether in full or in part, shall be voluntary and shall have the approval of the building principal.
3. The fact of participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in the Professional Development School Project shall neither be considered nor have merit in the Board's decisions regarding the involuntary transfer, promotion, discipline, or discharge or the placement of any information in a bargaining unit member's personnel file. Bargaining unit members will not be transferred against their wishes from a Professional Development School to provide a vacancy for another bargaining unit member who wishes to participate in the Professional Development School Project.
4. Recognizing the experimental nature of the Professional Development School Project, performance appraisals that are normally conducted pursuant to the Master Agreement for a tenured bargaining unit member shall be based on the Professional Growth Plan during the term of any bargaining unit member's participation in said Project unless the bargaining unit member and principal agree to use one of the other evaluation plans.

Whether probationary teachers who are in their first year of teaching, participate in the Professional Development School Project during said year will be evaluated and determined among the building principal, the bargaining unit member and a representative of the Association.

5. If, during the course of the Professional Development School Project, the Association or the Board determines that the Project is detrimental to their individual interests, the Association or the Board may, with thirty (30) calendar days written notice to all affected parties, withdraw participation from the Project. Written reasons for such withdrawal shall be provided to all parties upon request.
- B. Any proposal to restructure the delivery of the educational program in a manner that could/would affect the terms and conditions of the Master Agreement shall be governed by the following:
1. No individual or group of individuals, whether they are participants in a restructuring project or not, shall have the authority to change the Master Agreement. Any individual or group of individuals seeking or acting to change or modify any condition of employment included in the written provisions of the Master Agreement shall have the prior written approval of the undersigned parties. Bargaining unit members will not be affected by a restructuring project in a manner that is contrary to any term or provision of the Master Agreement except as mutually agreed in writing by the undersigned parties.
 2. No restructuring project shall establish precedent or be cited as past practice in arbitration, fact finding or mediation except as agreed in writing by the undersigned parties.
 3. To the extent that any element of a restructuring proposal conflicts with the terms and conditions of the Master Agreement, said element(s) shall be subject to negotiation between the undersigned parties.
 4. A proposal to restructure, together with a request to meet, shall be submitted in writing to the Assistant Superintendent for Personnel. Copies of same shall be forwarded to the Superintendent, the Assistant Superintendent for Curriculum and Elementary Education and the Association President.
 5. Any and all agreements on restructuring shall be subject to ratification by the respective parties. Upon ratification by the respective parties, all such agreements shall become addenda to the Master Agreement.
 6. If, during the course of a restructuring project, the affected bargaining unit members, the Association or the Board determines that the project is detrimental to their individual interests, the Association or the Board may, with thirty (30) calendar days written notice to all affected parties, withdraw from the project. Written reasons for such withdrawal shall be provided to all parties upon request.
 7. The provisions of this Agreement are not intended to replace or supplant the existing organization for curriculum development.

The terms and conditions of this Agreement are subject to the express written provisions of the grievance procedure as set forth in the Master Agreement.

This Agreement is subject to the collective bargaining procedures of the undersigned parties. Upon ratification of this Agreement by the respective parties, same shall be incorporated into the Master Agreement.

For the Board of Education

Date

For the Association

Date

LETTER OF AGREEMENT
between the
HOLT BOARD OF EDUCATION
and the
INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA

WHEREAS the Holt Public School District is a participant in the Professional Development School (PDS);
and

WHEREAS such participation has affected each bargaining unit member's working conditions where Professional Development School personnel have been present, it is agreed that the following procedures shall apply to all such buildings:

- I. Prior to the commencement of any PDS project in any building in any year, the bargaining unit members in all such buildings shall have established the building's school improvement goals and objectives for that year and shall have selected its members on the School Improvement Team.
 - A. The School Improvement Team shall consist of bargaining unit members, who shall be selected in accordance with such procedures as the bargaining unit members in the building may establish, the building principal and others in accordance with Public Act 25.
 - B. The team's charges shall include, but not be limited to:
 1. Establishing its own operating procedures;
 2. Providing the opportunity for all bargaining unit members in the building to make recommendations and thereafter, establishing its agenda(s);
 3. Reporting its findings and activities on a regular basis to all bargaining unit members in the building either in writing and/or at a building staff meeting;
 4. Assisting and providing the opportunity for bargaining unit members in the building to develop the building's school improvement goals and objectives on an annual basis;
 5. Identifying and determining how the District's School Improvement resources are to be allocated toward achieving the building's school improvement goals and objectives;
 6. Receiving, reviewing and making recommendations with regard to any dispute that may arise in connection with school improvement or any other provision herein;
 7. Assisting and providing the opportunity for bargaining unit members in the building to establish and maintain an orderly, consistent, written procedure for addressing student behavior;

8. Reviewing allocations of District resources periodically toward maintaining consistency among all bargaining unit members and all grade levels and/or subject areas;
9. Making recommendations to the appropriate group within the curriculum structure regarding any deviation from, modification of, or addition to the District's curriculum; and
10. Reviewing the written PDS projects prior to the commencement of same in any year. Should the School Improvement Team determine that a PDS project is in conflict with the building School Improvement Plan, all bargaining unit members in the building shall determine whether the PDS project in question will proceed, be altered or eliminated.

II. Participation in a PDS research project shall be voluntary and shall be subject to the following conditions:

- A. All PDS projects shall either augment or directly support the building School Improvement Plan.
- B. PDS projects shall not alter the building School Improvement Plan except as the building School Improvement Team and decision making body may agree.
- C. A PDS Coordinating Council shall consist of a majority of bargaining unit members, the building principal or his/her designee and representatives from Michigan State University.
 1. The PDS Coordinating Council will synthesize all project proposals into a building proposal and submit same to the Partnership for New Education and Michigan State University.
 2. The Council will screen all project proposals to assure that they are consistent with the six (6) principles of the Holmes Group and the building School Improvement Plan prior to the same being submitted to the building School Improvement Team for review.
 3. The Council will screen project proposals on the basis of funding availability.
 4. Bargaining unit members who serve on the PDS Coordinating Council shall be selected by all bargaining unit members in the building in accordance with the procedures that the building's School Improvement Team may establish. Said procedures shall be reduced to writing and distributed to all bargaining unit members for receipt of their recommendation(s) prior to final adoption.
- D. Prior to participation in any PDS research project, the bargaining unit member's role in same shall be identified and s/he shall be provided with written notice as to whether s/he participates as a researcher and/or as a human subject. No bargaining unit member shall be the subject of research or a research project without his/her prior knowledge and express written consent. All research plans and research projects shall be set forth in writing and subject to the following conditions:

1. The research plan shall identify the goals of the research, the primary procedures of the research and the audiences to which same will be published and/or presented; the material risks that such research and publication may present to the bargaining unit member as a human subject; and the procedure for managing and mitigating such risks.
2. The relationship between the researcher(s) and the bargaining unit member who participate in the research as either a researcher or a human subject shall be defined and shall include the following:
 - a. If the bargaining unit member is defined by the research plan as a researcher, the bargaining unit member shall have the right to be credited and acknowledged as a researcher, provided same shall not deprive other human subjects in the research of the equal rights and protections set forth herein as determined by the research plan.
 - b. The bargaining unit member shall, at his/her option, be guaranteed anonymity and confidentiality in all publications and presentations.
 - c. The bargaining unit member's rights in assisting, in drafting or otherwise framing the research shall be established in the research plan. Such assistance shall not deprive other human subjects in the research of the equal rights and protections set forth herein as determined by the research plan.
3. The procedures for the examination of all research data shall be identified in the research plan, and shall include but not be limited to the bargaining unit member's right to copies of any and all research data that include him/her as a human subject, provided same shall not deprive other human subjects in the research of the equal rights and protections set forth herein as determined by the research plan.
4. The procedures for interpreting the research data shall be identified in the research plan, and shall include but not be limited to:
 - a. The bargaining unit member shall have the right to examine and copy pre-publication drafts of papers, reports and other written records, and to examine plans for presentations that include him/her, provided same shall not deprive other human subjects in the research of the equal rights and protections set forth herein as determined by the research plan. This right to examine and copy shall be provided thirty (30) calendar days prior to publication or presentation, or some shorter period as mutually agreed.
 - b. The bargaining unit member shall have the right to provide alternate interpretations of research provided same shall not deprive other human subjects in the research of the equal rights and protections set forth herein as determined by the research plan.

5. If a conflict arises between the interests and rights of students and the interests and rights of either adult researchers or human subjects in the same research, the students' interests and rights shall take precedence.
- E. Should the parties to the PDS research project be unable to resolve a disagreement/conflict which arises in connection with a PDS research project, same shall be addressed in accordance with the following procedures:
1. The bargaining unit member(s), the Association, the participant(s) from Michigan State University and the Employer shall each designate a third party representative of choice who is not directly involved in either the dispute or the PDS research project in question, to act as a member to a dispute resolution committee.
 2. The composition of the committee shall not be permanent, and shall be exclusive to the instant dispute.
 3. The charge of the committee shall be to attempt to resolve the dispute in a timely manner, and in a manner that preserves disputants' respective interests.
 4. Should the issue(s) in dispute fail resolution through the committee within thirty (30) calendar days of the committee's initial proceedings, the respective parties shall have the right to pursue the alternate procedures that may be available to them.

A bargaining unit member shall have ten (10) work days following receipt of the committee's written recommendations to file a grievance if the dispute involves a violation of the Master Agreement.
 5. The thirty (30) calendar days referenced above may be extended by a simple majority vote of the committee members.
 6. Should the disagreement and/or conflict arise due to the researcher's intended interpretation of the research data, the researcher may publish and present the findings as his/her own; however, the researcher shall publish and present the bargaining unit member's disagreement with same.
- F. The PDS budget that is approved for projects in a building and any subsequent changes and expenditures shall be distributed to all bargaining unit members in the building on or before October 1 or as soon as available thereafter, and on or before January 30 in each year. A summary of the prior year's budget shall be distributed at the beginning of the school year.
- G. All PDS projects shall require the School Improvement Team's approval prior to the commencement of any such project.
- H. A PDS project which does not meet and/or augment a building's school improvement goals and objectives shall be returned for modification.

- I. All approved PDS projects shall be distributed to all bargaining unit members in the building.
 - J. The bargaining unit members in each Professional Development School shall annually assess the operation of PDS in that building on or before May 1 in accordance with the evaluation instrument which is attached hereto and incorporated in this Agreement as Appendix A.
 - 1. The building School Improvement Team, the Holt Education Association, or the Board of Education may direct an additional assessment during the year at their discretion.
 - 2. The Assistant Superintendents for Curriculum and Personnel and the Association President shall be provided with copies of all completed evaluation instruments.
 - K. Any PDS projects which proposes to place more than one (1) student teacher and one (1) co-teacher and/or any other adult in an individual bargaining unit member's classroom shall require the mutual consent of the bargaining unit member, the building principal, and the Assistant Superintendent for Secondary Education as appropriate. The Association President shall be informed of any such proposal.
 - L. Any adult assigned to a bargaining unit member's classroom through participation in a PDS project shall be with the full consent of the bargaining unit member. In the event that the performance of such a person is determined to be unsatisfactory, the building principal shall establish a meeting to include an MSU representative, a building administrator and the bargaining unit member within five (5) workdays of receipt of a complaint. The purpose of the meeting will be to develop a plan to address the issue(s).
 - M. Neither the PDS personnel nor any PDS project shall result in or cause the involuntary transfer of a bargaining unit member from one building to another. If the building principal determines that assignments within a building may result in the reassignment of a non-participating bargaining unit member, the principal will consult with such bargaining unit member prior to finalizing the reassignment. If the reassignment is not acceptable to the bargaining unit member, the bargaining unit member may request a meeting with the principal and an Association Representative prior to any involuntary reassignment.
 - N. Except as the building decision making body may agree otherwise, no PDS project or participant shall operate so as to change a non-participating bargaining unit member's daily schedule or daily lesson plans.
 - O. Michigan State University shall bear the responsibility for notifying the building principal, and the building principal shall bear the responsibility for notifying the Assistant Superintendents for Curriculum and Personnel, as to the number of its persons and/or other visitors who will be in the building on a weekly basis. Such information may be requested on a more frequent basis or as changes occur.
- III. Should violations of this Agreement fail to be resolved to the bargaining unit member's satisfaction at the building's School Improvement Team level as set forth herein, he/she may pursue resolution under the Grievance Procedure at Article VII of the Master Agreement.

- IV. It is understood that the benefits and provisions set forth herein are in addition to those set forth in the Letter of Agreement at pages 59-61 of the Master Agreement.
- V. Except as provided at Section VI of this Agreement, this Agreement shall expire and be subject to negotiation between the parties as of the last teacher workday in the 1994-1995 school year.
- VI. Should a majority of the bargaining unit members answer "no" to Question 18 of the evaluation instrument which is attached hereto and incorporated into this Agreement as Appendix A, the following process shall be instituted to decide the question of continuance:
- A. The building principal(s) shall convene the bargaining unit members in his/her building within five(5) workdays of the completion of the above-referenced evaluation instrument. The purpose of the meeting shall be:
1. To identify the issues which precipitated a majority vote in the negative; and
 2. To establish another meeting date for discussion and debate on the continuance as a PDS. Bargaining unit members shall be provided at least five (5) workdays advance notice of said meeting in writing.
 3. Upon completion of the procedures set forth in subsections 1 and 2, a vote shall be conducted by written secret ballot to determine whether PDS will continue in the building.
 4. Balloting shall commence at the conclusion of the meeting referenced in subsection 2 and shall terminate after three (3) consecutive workdays and prior to May 31 in any year.
 5. The continuation of PDS in any particular building shall require a majority affirmative vote by all of the bargaining unit members in the building.
- B. The foregoing is not intended to alter provisions of the Letter of Agreement which is part of the Master Agreement, and which provides in Section A.5:
5. If during the course of the Professional Development School Project, the Association or the Board determines that the Project is detrimental to their individual interests, The Association or the Board may, with thirty (30) calendar days written notice to all affected parties, withdraw participation from the project. Written reasons for such withdrawal shall be provided to all parties upon request."

For the Board of Education

Date

For the Association

Date

**APPENDIX A
HOLT PUBLIC SCHOOLS**

Professional Development School (PDS) Evaluation

In an effort to evaluate the Professional Development School Project, all staff members are asked to complete this brief questionnaire. Input from BOTH PDS participants and non-PDS participants is very important to this evaluation.

Please feel free to comment on any PDS issues on this survey or attach a piece of paper if necessary. Thank you for your cooperation.

BACKGROUND INFORMATION

1. Building level
 - A. Elementary School
 - B. Middle School.....
 - C. Junior High School.....
 - D. Senior High School

2. Were you a PDS project participant?
 - A. Yes
 - B. No

3. What is your primary responsibility?
 - A. Classroom
 - B. Non-Classroom

<u>BUILDING INFORMATION</u>	<u>YES</u>	<u>NO</u>	<u>NOT SURE</u>	<u>NOT APPLICABLE</u>
4. Have current school improvement goals been established in your building?	A	B	C	D
5. Were PDS at-large Coordinating Council members selected by staff?	A	B	C	D
6. Are there any PDS projects in your building which conflict with the school improvement goals?	A	B	C	D

PDS PROJECTS

	<u>YES</u>	<u>NO</u>	<u>NOT SURE</u>	<u>NOT APPLICABLE</u>
7. Did any PDS project alter the district's curriculum?	A	B	C	D
8. Did any PDS project change your building procedures, i.e. student discipline, budget, scheduling?	A	B	C	D
9. Did you receive summaries of all of your building's approved PDS projects?	A	B	C	D
10. Did you receive copies of the PDS building project budget?	A	B	C	D
11. Were you assigned a co-teacher/ reassigned teacher?	A	B	C	D
12. Based on your experience, have you been satisfied working in a PDS building?	A	B	C	D
13. Would you encourage others to work in a PDS building?	A	B	C	D
14. Were there any unresolved disputes in connection with any PDS project?	A	B	C	D
15. In your opinion as a staff member of a PDS school, did your:				
working conditions improve;	A	B	C	D
16. working conditions remain the same; or	A	B	C	D
17. working conditions deteriorate?	A	B	C	D
18. In your opinion, should PDS projects be permitted to continue in your building?	A	B	C	D

**Letter of Agreement
between the
Holt Board of Education
and the
Ingham Clinton Education Association
MEA/NEA**

If the Michigan Public School Employees Retirement System (MPSERS) institutes a program designed to allow bargaining unit members to purchase service credit on a tax-deferred basis or repay previously withdrawn contributions on a tax-deferred basis, the Board shall take the steps needed to allow bargaining unit members to participate in that program.

This Letter of Agreement is conditioned upon the understanding that the steps to be taken by the Board shall not result in an economic cost to the Board and will consist of entering into necessary agreements and passage of necessary motions or resolutions as required by MPSERS.

For the HOLT BOARD OF EDUCATION

For the INGHAM CLINTON EDUCATION
ASSOCIATION, MEA/NEA

Date

Date

6/19

9.6

Teacher Contract – 1999-00

To: Board Members
From: Tom Davis
Re: Negotiated Contract Changes (one year)

July 8, 1999

1. A 2.5% salary schedule increase
2. MESSA Insurance

The 5% health insurance cap will remain in the 1999-00 contract and will reflect a maximum board payment of 1.25% of the 1994-95 health insurance premiums.

A one time off schedule payment will be provided for the 1999-00 school year to cover 50% of the health insurance premium increase [\$46.38 Full Family, \$41.95 Two Person, and \$18.56 Single]. Employees who take the cash payment in lieu of health insurance will not receive any cash payment. Maximum cost per employee $\$46.38 \times 12 = \556.56 .

3. The language governing the time allocations for elementary PE and music teachers was corrected to allow more time slots [new language is attached].
4. Joint Study Committees were established for 1999-00 [see attachment]
5. A calendar was established for 1999-00 with one additional professional development day [see attachment].

Holt Education Association
June 16, 1999
Proposal

1999-2000 Calendar

Monday, August 23, 1999	New Teachers Report
Tuesday, August 24, 1999	Curriculum Leaders' Workshop
Wednesday, August 25, 1999	All Teachers Report (Prof. Dev. Day 1)
Thursday, August 26, 1999	Half-Day Teacher Work Day
Monday, August 30, 1999	First Day for Students
Week of October 4, 1999	K-12 P-T Conferences (3 half days K-7)
December 20-31, 1999	Winter Break
Monday, January 3, 2000	Students/Staff Return
Monday, January 17, 2000	Professional Development Day 2
February 18-21, 2000	Mid-Winter Break
Week of February 28, 2000	8-12 P-T Conferences (2 half days)
Week of March 6, 2000	K-7 P-T Conferences (3 half days)
Friday, March 31, 2000	Half Day
April 3-7, 2000	Spring Break
Thursday, April 27, 2000	Professional Development Day 3 (Take Your Daughter to Work Day)
Friday, June 9, 2000	Last Day for Students and Teachers

181 Student Days
184.5 Teacher Days

T.A. 6/16/99
J.G.

Received
8:40 AM
6/16/99

District Contract Proposal
June 16, 1999
Article VIII, new A [4]

5. Elementary music and physical education class periods shall be scheduled for not less than thirty [30] minutes each. Elementary music and physical teachers who are assigned to two or more buildings shall be provided travel time between buildings and said travel time shall not reduce either the duty-free lunch period or planning period as set forth above.

Delete the current language in Article VIII, B 4.

New A, 5 instead of A 4

T.A.
T. Damm
6/12/95

Holt Education Association
June 14, 1999
Proposal

Joint committees:

Membership

Schedule B

- 1-2 Administrative Bargaining Team (ABT) member
- 1-2 HEA Bargaining Team (HBT) member
- 2 non-schedule B teachers – 1 secondary, 1 elementary
- ? Administrators

Curriculum

- 1-2 ABT member
- 1-2 HBT member
- 4 teachers - 1 K-5, 1 6-7, 1 8-9, 1 10-12
- ? Administrators

Calendar/Hours

- 1-2 ABT member
- 1-2 HBT member
- 4 teachers - 1 K-5, 1 6-7, 1 8-9, 1 10-12
- ? Administrators

PR

- Administrative Bargaining Team
- HEA Bargaining Team

Insurance

- Administrative Bargaining Team
- HEA Bargaining Team
- MEA Uniserv Director

Class Size/Weighting

- Administrative Bargaining Team
- HEA Bargaining Team
- MEA Uniserv Director

Total Compensation

- Administrative Bargaining Team
- HEA Bargaining Team
- MEA Uniserv Director

Presented
6/16/99
8:45 AM

TA
6/16/99
T. Quinn
6/16/99

TA
QF

Committee Charge

1. Work within district financial constraints
2. Determine critical issues – Triage
3. Gather internal and external data
4. Formulate recommendations

Schedule

Regular meetings, at least once a month
End of month reports to Administrative/HEA Bargaining team

