Master Agreement

between the

Ingham Clinton Education Association

and the

Board of Education

of the

Holt Public Schools

July 1, 2024 – June 30, 2027

EA MASTER AGREEMENT 2024

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This Agreement is made and entered into by and between the Board of Education, Holt Public Schools, hereinafter referred to as the Board, Employer or District, 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 superseding 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, or on an approved leave of absence including school nurses and long-term substitutes employed directly by the Board in the same position for the same bargaining unit member for a period of at least 150 days, but excluding all other substitutes (specifically excluding EduStaff substitutes), Shared Time Teachers (specifically hired to service private and parochial schools), adult education personnel, supervisory and executive personnel, office-clerical personnel, and maintenance and operating employees.
B. The term "Board" shall include its officers and agents.

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 including the services, supplies and equipment necessary to continue its operations;
    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 determine 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.
C. The Board agrees not to discriminate and to provide equal employment opportunities with regard to age, gender, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity,

gender expression, and/or other criteria as prohibited by law. The foregoing applies to all employees and job applicants in connection with recruitment, hiring, assignment, evaluation, promotion, transfer, demotion, discipline, layoff, or termination.

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 or other pre-scheduled 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 Board Policy.
    3. Miscellaneous:
        a. The use of school mailboxes, e-mail, and computers for official Association business, in accordance with the Board's acceptable use policy.
        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 Board Policy.
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 Board shall not require bargaining unit members attend meetings during regularly scheduled Association meeting times. 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. Upon request, 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.
G. The District agrees to provide up to 0.5 FTE release time to the HEA president [or their designee] for Union business provided that this time begins and/or ends at a scheduled break in student instruction. This time shall be covered by a substitute teacher or an employee selected by the District. The District shall be responsible for the cost of the release time to maintain the released member as a 1.0 FTE employee.

ARTICLE V. Teacher Rights and Responsibilities

A. Bargaining unit members shall have access to their personnel files, which are located in the Human Resources Office. Such access shall be in accordance with state law. Said access shall be in the presence of the Director of Human Resources or their 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 at the earliest possible time, but within five (5) working days, in writing, if a permanent record is made of such complaint.
C. Bargaining unit members must be offered the presence of an Association Representative when being reprimanded, warned, disciplined, or involved in a disciplinary investigation 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 they wish 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 their primary responsibility: the offering of desirable learning experiences. The following process will be applied consistently for all staff and students.

1. 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.
    a. 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.
    b. 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 as soon as possible and a written report of final action taken within ten (10) school days.
2. Teachers have the responsibility to report situations in the learning environment that jeopardize the safety of students, staff, and/or property.
    a. The building principal (or their designee) shall have the responsibility of investigating such a report and shall contact the teacher with a progress report within one (1) school day.
    b. If the safety issue is the result of student behavior, the building principal shall remove the student from the classroom. Before the principal returns the student to the classroom, they shall inform the teacher in writing of the corrective measures taken.
    c. If a bargaining unit member reports personal injury, the source of the injury shall be permanently removed from the classroom upon mutual agreement of the teacher and principal. If the injury is due to student behavior, the Board shall use all possible methods to prevent a recurrence up to and including expulsion of the student.

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 their 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 within the limits established by the laws of the State of Michigan; 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 (FOIA), normally, the Association and the bargaining unit member who is named in the FOIA. 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 FOIA. request. Should the bargaining unit member be absent from work or, should timeliness be at issue in fulfilling a FOIA. request, the bargaining unit member who is named in the FOIA. request will be notified by first class mail forwarded to the address on file with the Human Resources Office.

K. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes the rights conferred upon employees and that every teacher employed by the Board shall have the right to freely organize, to join, and to support the Association for the purpose of collective bargaining and other rights given under the Act. The Board agrees that it shall not interfere with any employee's exercise of these rights and shall not discriminate against any employee by reason of Association membership or the exercise of these rights or any rights conferred under this Master Agreement. It is not a condition of employment for a bargaining unit member to become or remain a member of the Association or to financially support the Association.

ARTICLE VI. Payroll Deductions

A. Upon appropriate written authorization from the bargaining unit member, the Board shall electronically transfer from the salary of any bargaining unit member and make appropriate remittance to one account at one financial institution and for contributions to United Way, Holt Education Foundation, the Holt Dependent Care Assistance Plan, MPSERS Tax-Deferred Payment [DTP] for purchased years of service credit, elective AFLAC options, and MESSA and MEAFS programs and options jointly approved by the Association and the Board which are not fully paid by the Board, tax sheltered annuities as defined under Section 403(b) of the Internal Revenue Code and which are in accordance with the Board policy, plans under Section 457 of the Internal Revenue Code, and any other plans or programs jointly approved by the Association and the Board.

B. Remittance for tax-sheltered annuities shall be made within five (5) working days after each pay period in each month provided an invoice has been received by that date.

C. 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.

D. 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.

E. Bargaining unit members who have unapproved absences shall have a prorated amount deducted from their contracted salary.

F. Bargaining unit members may enter into a salary reduction agreement to purchase MSPERS service credit on a tax-deferred basis and the Board agrees to enter into any necessary agreements as may be required by MPSERS.

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 Director of Human Resources as soon as possible after their appointment. No such representative shall act on behalf of the Association until the Director of Human Resources has been advised of their appointment in writing by the officers of the Association. Any changes in such representatives shall be reported to the Director of Human Resources 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 their authority.
3. If the principal decides to hear the grievance, they shall, within ten (10) 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 ten (10) days after said hearing, the Director of Human Resources shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Human Resources Office.

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 Director of Human Resources within ten (10) 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 Director of Human Resources shall hold a hearing.
2. Within ten (10) days after said hearing, the Director of Human Resources shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Human Resources Office.

F. Step Three: If the decision of the Director of Human Resources 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 Director of Human Resources.

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, they 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. The arbitrator’s 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.

I. Should the Association and the Employer resolve a grievance prior to any arbitration proceeding, the Association agrees to hold the Board harmless from any action pursued by an individual grievant.

J. 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.

K. 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, they shall be deemed to have waived the right to grieve such complaint as provided herein.

L. 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 five (5) minutes.
    1. All teachers shall be entitled to an uninterrupted, duty-free lunch period of at least thirty (30) minutes within the workday.
    2. For bargaining unit members employed for less than full time the following shall apply:
        a. K-6 FTE status will be prorated to the nearest, higher 0.05 FTE based on the amount of student contact time of a full time bargaining unit member with similar duties excluding lunch and minimum planning (e.g. teaching 200 minutes per day when a full time member teaches 335 minutes equates to 0.60 FTE).
        b. 7-12 FTE status will be prorated to the nearest, higher 0.05 FTE based on the number of classes normally taught by a full time bargaining unit member (e.g. teaching three (3) periods when a full time member teaches five (5) periods equates to 0.60 FTE).
    3. The Board and the Association recognize that the work of the bargaining unit members requires time to plan, prepare, and conference with colleagues, administrators, parents, and others, maintain student records, and attend special education and disciplinary meetings. For the purposes of this Agreement, the term “planning” shall reflect this time. All bargaining unit members shall be provided their entire planning time within the student instructional day.
        a. For K-6 bargaining unit members, the following shall apply:
            i. Regular classroom teachers may use all time during which their classes are receiving instruction from various/certified teaching specialists as planning time. Time to transition/escort students shall not be considered planning time.
            ii. Normally, an average of 56 minutes of planning time each day is guaranteed (280 minutes in a normal week). This planning time average shall be based on not more than ten (10) consecutive instructional days. For purposes of calculating the foregoing, recess periods shall be included in this average.
                a. No bargaining unit member at grades K-4 shall supervise more than two (2) recess periods per week.
                b. Physical education class(es) on any day shall not preclude grade K-4 students from participating in morning and afternoon recess periods.
            iii. In grades K-6 specialist classes (for example: music and physical education) shall be scheduled for not less than 35 minutes each.
            iv. Times shorter than twenty (20) consecutive minutes shall not be counted toward the average planning time. Two exceptions shall be allowed:
                a. Ten (10) consecutive minutes immediately preceding or following the duty-free lunch period.
                b. Ten (10) consecutive minutes immediately following the start of the instructional day OR immediately preceding the end of the instructional day for specialist teachers (for example: music and physical education).
        b. For 7-12 bargaining unit members, the following shall apply:
            i. Normally, regular classroom teachers will be provided at least one (1) class period per day as planning time.

ii. Normally, an average of 55 minutes of planning time each day is guaranteed (275 minutes in a normal week). This planning time average shall be based on not more than ten (10) consecutive instructional days. For purposes of calculating the foregoing, student transition between classrooms shall not be included in this average.

iii. Teachers employed for less than a full-time position have a proportional amount of planning time.

4. For bargaining unit members assigned to two or more buildings, the following shall apply:
    a. Travel time between buildings shall not reduce the duty-free lunch period.
    b. Travel time between buildings that reduce the amount of planning time as set forth above, shall be compensated at an hourly proration of the bargaining unit member's per diem salary.
5. At grades 7-12, unless a teacher volunteers for more, there shall be a maximum of three (3) preparations in the academic subjects which are of significant difference. If an individual volunteers for more, documentation bearing the signature of the teacher and principal shall record the rationale for exceeding the maximum.
6. When there are not enough substitute teachers to cover classes in a building, the building administrator may require a bargaining unit member to cover another bargaining unit member's class two (2) times per year during their scheduled planning time.
    a. Bargaining unit members who are assigned or volunteer to cover classes more than two (2) times per year will be compensated at an hourly proration of the bargaining unit member's per diem salary.
    b. When assigning bargaining unit members to cover classes, the building administrator will seek volunteers first. If coverage is still necessary, the building administrator will assign bargaining unit members in a rotating schedule to maintain equity.
    c. A complete list of staff, dates, and times of coverage shall be shared with building staff by the building principal weekly during the school year.
    d. Bargaining unit members supervising the activities of student teachers will not serve as substitutes in other classrooms on days the student teacher is present.
7. It is recognized that bargaining unit members do work away from normal workstations and outside of the hours stated above.
    a. Such work includes but is not limited to: preparing individual workspaces for the start of each school year, Parent-Teacher conferences, lesson planning, responding to student work, New Teacher orientation, no more than ten (10) hours of staff meetings per school year, curriculum meetings in accordance with Article X, Section A, 5.
    b. Bargaining unit members may be required to supervise or chaperone school functions a maximum of two (2) complete events, up to a total of 4 hours per school year.
8. For the purpose of supporting job-related activities, or with prior administrative approval, a bargaining unit member may leave during scheduled teacher hours, by using the sign-out sheet and indicating their destination.
9. A staff room will be located in each building that will provide appropriate furniture. Staff lavatories shall be separate from those designated for student use. 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.
10. Telephone, e-mail, and internet access shall be provided to all bargaining unit members during job-related functions.
11. "Academic Term", as used in this Agreement shall mean semester or trimester as the case may be.

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

Grade	Class Size or Teacher Load
Kindergarten	25
1st- 2nd	25
3rd	27
4th	29
Comb. Rooms (K-1; 1-2)	24
Comb. Rooms (2-3)	25
Comb. Rooms (3-4)	26
5 (2 person teams)	58: average of 29 per teacher
5 (3 person teams)	87: average of 29 per teacher
6 (2 teacher teams)	62: average of 31 per teacher
6 (3 teacher teams)	93: average of 31 per teacher
6 (4 teacher teams)	124: average of 31 per teacher
6 (5 teacher teams)	155: average of 31 per teacher
7-12	Total teacher load per day of 31 times the number of sections taught, with an individual class size maximum of 31.

   a. Advanced Study Skills at the Senior High shall be limited to 26 students and weighting shall not apply.
   b. In grades K-4, physical education classes will be limited to one (1) classroom in each period.
   c. In grades 5-12, physical education classes will be limited to no more than 40 students with a total teacher load of no more than 40 times the number of sections taught.
   d. Keyboarding classes will be limited to no more than 32 students.
   e. The class size maxima shall not apply to band or choir.

2. One (1) Kindergarten aide shall be provided to each elementary building for the first eight (8) weeks of school.
3. Laboratory classes in sciences, Life Management, and Technology Education (STEAM/STEM) 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 Director of Human Resources.
4. Special Education class sizes/caseloads shall not exceed state rules and regulations According to the Michigan Administrative Rules for Special Education (MARSE) 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.
   a. Special Education staff that have caseload sizes that are at or above the overload triggers listed in the table below will be eligible for overload payments. A Special Education staff member who believes that they have a caseload size that is at or above the overload trigger listed in the table below should report this belief in writing to the Special Education Director. Overload payments will take the form of a one-time per school year $1000 payment following verification by the Special Education Director of the reported overload.

4096 Designation	MARSE Max #	Overload Trigger	ISD Plan Max #
0.2 Teacher Consultant	5	6	6
0.8 Resource Program, 0.2 TC	19	21	24
1.0 ASD Program	5	6	7
1.0 ECSE Program	24	26	28
1.0 Mild CI Program	15	No Overload	15
1.0 Resource Program	18	20	23
1.0 Speech Pathologist	60 incl. evals	59 excluding evaluations	60+ evals
1.0 Teacher Consultant	25	27	30
1.0 Teacher Consultant + 0.2 TC	25	27	30

(Michigan Administrative Rules for Special Education-MARSE) (Intermediate School District-ISD)

b. A staff member that has a blended assignment will have a maximum proportional to their assignment. For example, a teacher who is 0.8 TC and 0.2 Resource room will be entitled to an overload payment when their total caseload reaches 25 (0.8 x 27 + 0.2 x 20).

5. Weighting:
    a. For purposes of determining class size, students in regular education classrooms at kindergarten for two hours, 45 minutes per day and at grades 1-6 for three (3) or more hours per day will be assigned a weight of two (2) students if they have been certified eligible for a special education program by an Individual Education Plan (IEP) (except speech and language).
    b. In grades 7-12, students certified eligible for special education by an IEP (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.
    c. In grades 7-12, for purposes of determining class size in laboratory classes, students certified eligible for special education by an IEP (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). The above limitation that weighting will not apply to a class of 24 or fewer students does not apply to this laboratory class paragraph.
    d. 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 IEP in the Early Childhood Special Education program.
6. In all grades and buildings, individual class size and teacher/student loads will be balanced and adjusted among parallel classes. For elementary (K-6), parallel classes refer to classes in the same building of the same grade level and for secondary (grades 7-12), parallel classes refer to classes that are the same course taught in the same instructional hour.
    a. Parallel classes will not exceed a variance in class size (weighted count) of more than three (3) by the second Friday of the school year for grades K-6, or on the first day of each year for 7-12.
        i. 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.
        ii. For K-6, an exception to this variance may be made if a non-probationary bargaining unit member with the larger class count agrees to a larger variance than a three (3) student(s) count. Communication with same-

grade teachers and agreement to the larger variance will be documented prior to the variance occurring.

iii. For 7-12, parallel classes shall be in compliance on the first day of a new academic term.

b. The number of students who are certified eligible for special education by an IEPT (except speech and language) will be balanced among parallel classes as nearly as possible (i.e. within 1).

c. Greater variance may exist thereafter, and students who transfer into the District during the school year shall be assigned so as to maintain said balances as nearly as possible.

d. If a building uses a teaming model, every attempt will be made to adhere to the language set forth in Article VIII. B. In such a building, if it becomes impossible to balance parallel classes without compromising the intentional nature of the teaming, a greater variance than 3 may exist so long as the variance is as balanced as possible amongst parallel classes (same classes and periods). This provision related to teaming will also apply to the balancing of students with IEPs as long as the imbalance does not exceed a variance of 2.

e. 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 7-12, the survey at the beginning of each academic term will be delayed until the second Friday of said academic term.

i. Within three (3) working days of the survey referenced above, a decision will be made as to the appropriate adjustment(s) in each case.

ii. Adjustments in connection with student loads will be implemented as soon as possible, but within seven (7) working days of the decision referenced above.

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. In the event of necessity to resolve a class overload 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.

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 for K-6 and to each overloaded class period for 7-12. The length of the assignment shall be equal to the number of days that the class size exceeded the contractual maxima. An aide already assigned to a classroom for purposes not related to the overload may not be used to rectify the overload status for this provision.

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 shall be compensated $1,000 as an alternative to the provisions at a through d.

i. Elementary Specialist classes (i.e. art, music, Physical Education, etc.) shall be compensated $100 per class over the class size maximum set for in section B.1. of this Article under this same provision, not to exceed $1000 in any given school year.

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 disability who would qualify to be served by either program. Finally, it shall apply to students who are identified as students with a disability 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 disability in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee which may initially place (or continue the placement of) the student in a regular education classroom. If the IEP meeting is held during the normal teaching day, the bargaining unit member shall be released from their 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 disability in a regular education classroom setting be a participant in the individual educational planning committee 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 IEP meeting.
3. Should a bargaining unit member, working directly with the student with a disability advise the administration in writing of a reasonable basis to believe that a student's current individual educational plan is not meeting the student's unique needs as required by law, the administration shall call an IEP meeting. The bargaining unit member so advising shall be invited to, and will attend, the IEP meeting.
4. In order to assure that the student with a disability will be allowed to participate in regular education programs and services to the maximum extent appropriate, no student with a disability 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 disabilities in the regular education setting, including the differing approaches, problems, and techniques to be utilized with varying conditions.
5. When there is a request from a bargaining unit member who works directly with a student with a disability, 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.
    a. 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 IEP meeting 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 disability 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 disabilities 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 their 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 their rights or those of a student with a disability/student without a disability 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 their 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. The following shall apply to regular education classrooms consisting of two 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 academic term 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 parties agree to make up only the amount of instruction time necessary to receive full state funding.
    2. A bargaining unit member intending to use paid leave time when school is closed for the reasons stated above shall suffer neither loss of leave time nor loss of salary.
    3. When school is closed for the above reasons, the Board will notify bargaining unit members by e-mail and/or telephone.
C. When adverse conditions arise which affect a school and/or classroom environment (i.e., no lighting, heat below 60oF or above 85oF, no water, no fire alarm system, etc.), a plan to provide adequate educational facilities shall be shared with the bargaining unit member within 24 hours, and alternate and/or adequate

facilities will be provided within 48 hours.

D. In the event any provision of this Agreement or change in circumstance or law creates a condition whereby the District does not meet any requirement to receive full state aid, the parties agree to negotiate change that would result in full state aid.

ARTICLE X. Curriculum and Extra Duty Positions

A. The Board and Association recognize the importance of, and encourage bargaining unit member involvement in, school-based activities that occur outside the regular workday. Such positions receiving compensation are specified in Appendix B of this agreement. Other work not enumerated therein shall be considered voluntary and participation shall be at the sole discretion of bargaining unit members.
    1. 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.

B. Vacancies and Renewal
    1. Bargaining unit members shall remain in an Extra-Duty position in each successive school year unless vacated through resignation, or unsatisfactory written evaluation.
    2. Extra-duty positions must be filled with bargaining unit members also receiving compensation from Appendix A. Exceptions shall only exist in competition-based activities.
    3. Article XV shall apply to Extra-Duty positions.

C. Payment
    1. Percentage Extra-Duty positions are based on Appendix A. Years of experience in HPS in the activity shall equal the Step in the bargaining unit member's degree track. Those bargaining unit members not receiving compensation from Appendix A shall be placed on the BA degree track.
    2. For bargaining unit members receiving compensation from Appendix A, Extra-Duty payments shall be spread evenly during the 10-month pay plan regardless of employee selection under Article XVIII.

D. Evaluation
    1. Bargaining unit members will be informally evaluated by their supervisor on an annual basis. If improvements are deemed necessary by the supervisor, a written evaluation will occur. This written evaluation shall:
        a. Be based on clearly communicated expectations and responsibilities.
        b. Include specific
            i. Areas for improvement
            ii. Timelines for improvement
            iii. Bargaining unit member self-evaluation
        c. Demonstrate communication between the supervisor and bargaining unit member
    2. If improvement fails to occur over the course of two consecutive years/seasons, an unsatisfactory written evaluation will result in the member being removed from the Extra-Duty position.
    3. Written evaluations for Extra-Duty positions shall not become part of the bargaining unit member's personnel file or attached in any way to their "Professional Evaluation System" as outlined in Article XI.

E. Other
    1. Athletics positions are limited to those identified as Michigan High School Athletic Association (MHSAA) sports and shall be filled, supervised, and coordinated by the Athletic Director(s).
        a. These Extra-Duty positions (coaches) are responsible for planning, organizing, and delivering an appropriate range of experiences for the athletes of their team. This includes supervising and guiding practice, training, and competitions.
        b. The Athletic Director(s) will confer with other coaches involved in the particular sport to solicit mutual agreement prior to filling a vacant position.
        c. Training and events taking place outside of the season defined by the MHSAA shall be considered voluntary and participation shall be at the sole discretion of the coach.

d. Competition schedules will be structured to minimize events occurring during the workday. The Athletic Director(s) shall secure substitutes for each absence.

2. Teacher Leader positions shall be filled, supervised, and coordinated by the building Principal and Curriculum Director(s).
    a. These Extra-Duty positions are responsible for implementing the goals of the Board on such matters as curriculum, instruction, and assessment. They are also responsible for communicating information from district meetings to their grade level and/or department.
    b. The Curriculum Director(s) and/or principal will confer with staff members involved in the particular curriculum group to solicit mutual agreement prior to filling a vacant position.
    c. Bargaining unit members in these positions shall be either assigned a reduced teaching assignment or granted released time as needed and approved by the Principal and /or Curriculum Director.
    d. Meetings for these Extra-Duty positions shall occur no more than twice per month outside of the regular workday.

F. For purposes of compliance with Section 1527 of the Michigan School Code (Board Provided Professional Development), the parties agree as follows with respect to the professional development time not reflected in Appendix C:
    1. The Wednesday professional development time in grades K-12 will be counted. Any staff meeting component of this time will be excluded.
        a. For planning purposes, the length of a professional development day for purposes of Section 1527 has been determined by the Michigan Department of Education to be the length of a full teacher work day as set forth in Article VIII (A). The content of the professional development days must meet the requirements of the Department of Education.

ARTICLE XI. Bargaining Unit Member Evaluation

A. The negotiated evaluation system for bargaining unit members with students rostered to them shall be a rigorous, transparent, and fair performance system that includes:
    1. A clear approach to measuring student growth data that counts toward 20% of the total evaluation score, and will be gathered and calculated in a way that has been negotiated with the Association.
        a. Student growth data will be based on measurable, long term academic goals.
        b. Growth data assessments will be designed or selected by grade level/department chairs in collaboration with the Superintendent or their designee.
        c. Growth data assessments will remain consistent year to year unless a concern is raised regarding the data collected, in which case the grade level/department chairs would work collaboratively with the Superintendent or their designee to resolve the concern.
        d. The teacher shall be allowed to eliminate data attributable to students who have excessive absences (20% or more during unit of instruction), or who have other anomalous circumstances that warrant eliminating that data.
        e. That data used in this section must be attributable to the assigned teaching responsibilities of the individual teacher.
    2. A negotiated year-end evaluation of the teacher's job performance that utilizes objective criteria for 80% of the year-end evaluation score, and that includes one formal and at least one informal observation.
        a. The formal observation must include a pre-conference, the review of formal lesson plans, and a post conference with written feedback held within 10 school days of the observation.
            i. The length of time of the formal observation must be for the duration of the lesson discussed at the pre-conference and never less than 15 consecutive minutes.

ii. Unless identified as a deficiency in performance within an existing Individual Development Plan (IDP), bargaining unit members will only be required to submit formal lesson plans to an administrator for the day(s) they are being formally observed.

b. The informal observation must be at least 15 consecutive minutes.
c. Any observations must be scheduled 2 school days in advance, unless upon agreement of both the teacher and the administrator.
d. Both observations must include feedback for student engagement of the lesson observed; other elements may also be marked.
e. Both observations must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.

3. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

B. The negotiated evaluation system for bargaining unit members who do not have students rostered to them shall be a rigorous, transparent, and fair performance system that includes:
1. A negotiated year-end evaluation of the teacher's job performance that utilizes objective criteria for 100% of the year-end evaluation score, and that includes one formal and at least one informal observation.
a. The formal observation must include a pre-conference, the review of formal plans specific to the observation circumstances, and a post conference with written feedback, held within 10 school days of the observation.
i. The length of time of the formal observation must be for the duration of the observation discussed at the pre-conference and never less than 15 consecutive minutes.
ii. Unless identified as a deficiency in performance within an existing Individual Development Plan (IDP), bargaining unit members will only be required to submit formal plans to an administrator for the day(s) they are being formally observed.
b. The informal observation must be at least 15 consecutive minutes.
c. Any observations must be scheduled 2 school days in advance, unless upon agreement of both the teacher and the administrator.
2. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

C. Observations of bargaining unit members that are intended to assist in their year-end performance evaluation shall be conducted as follows:
1. Bargaining unit members shall be notified no later than September 30th of each year who the administrator will be that will conduct their year-end evaluation. If the designated administrator changes, bargaining unit members will be notified within 10 school days. If no notification is provided by September 30th of each year, that teacher shall receive an effective rating.
2. Observations which count toward the year-end evaluation score in each school year the bargaining unit member is evaluated must be conducted a minimum of 30 calendar days apart.
3. The first observation shall occur no later than December 20 of each school year.
4. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support". Performance goals will be documented in the comments section of the evaluation.
5. Bargaining unit members will be invited to meet with the observing administrator at a year-end evaluation determination review by May 30th of each school year.
a. The invitation to the meeting may be extended via email.
b. The meeting will be held to discuss the written feedback that is in the observation tool as well as performance goals for next school year.
c. Bargaining unit members may choose to schedule an in-person meeting with the administrator or review the completed observation data and decline to meet.

d. In the event there is no invitation to a year-end evaluation meeting as described above, the bargaining unit member shall receive an "effective" rating.

6. In addition to the above procedures (Sections C. 1-5), bargaining unit members who are evaluated using a formal Individual Development Plan (IDP) (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year bargaining unit members) shall be provided the following:
    a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the bargaining unit member.
    b. Training and/or Professional Development to be provided by the district to assist the teacher in meeting the goals of the IDP.
    c. A mid-year progress report, supported with at least two (2) classroom observations conducted and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
    d. An Instructional Coach that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP. In lieu of an Instructional Coach, an IDP Mentor Teacher will be assigned and shall receive an annual compensation of $400.00.
7. All bargaining unit members shall have the right to both an appeal as well as the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

D. The process above will be applied annually to all bargaining unit members, with the exception of the following:
    1. Bargaining unit members who work fewer than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association. Said bargaining unit members shall receive an "effective" rating.
    2. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter unless the individual teacher requests every two years. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

E. Rights of Tenured Bargaining unit members:
    1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
        a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent or designee. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent, or designee, shall be held no later than ten (10) calendar days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
        b. If the written response does not resolve the matter, the teacher or the Association may request mediation though the Michigan Employment Relations Commission and provide a copy of that request to the administration.
            i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent or designee.
            ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

c. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article VII.

F. Training on evaluation system:
   1. The district shall provide training to all bargaining unit members on the evaluation system prior to any observations that count toward the year-end evaluation score.
   2. Evaluators whose observations count toward the final year-end evaluation score must be trained administrators and may not be bargaining unit members. Each administrator who is assigned to evaluate bargaining unit members shall have a "rater reliability" training every three (3) years as approved by the MDE and confirmed by the Association that minimally includes all of the following:
      a. A clear and consistent set of evaluation criteria.
      b. Clear expectations for what evaluators should look for when assessing teacher performance.
      c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
      d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
      e. Ongoing support for evaluators, including feedback from administrators and Association designated bargaining unit members to help them improve their skills and ensure they are consistently applying the evaluation criteria.

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 new to teaching and in their 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. 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 their 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 on

regular workdays and/or with the two-week periods preceding and following the 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 in-service 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. Certification
   1. Certified and qualified shall be defined as having a current Michigan teaching certificate with the necessary endorsements as determined by the Michigan Department of Education for the grade level and course(s) taught.
      a. W.S.I. certification shall be required for physical education in grades 7-12.
      b. For Non-Teaching Professional Staff certified and qualified shall be defined as having current Michigan certificates and approvals for the position to which they are assigned.
   2. Bargaining unit members shall provide written notice to the Board of any change to their certificates, licenses, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon.

B. The Board will also continue its practice of employing only substitutes who qualify under state law for substitute teaching.

C. In cases where the Board varies from its normal practice with respect to the standard certification requirement, the Association will be given written notice of the teacher employed. The Association will be provided written notification if substitutes are employed who do not have the minimum certification under law or when substitutes are employed for more than one hundred fifty (150) 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. Bargaining unit members will be notified of a change in assignment at the earliest possible date.
   3. If an assignment change is made after August 1, 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. If a change is made during the school year, the same preparation time or two [2] days release time will be provided.
   4. The bargaining unit member may accept the assignment or may resign their position in the District without prejudice of any type.
   5. If a bargaining unit member is required to change buildings or classrooms as a result of their assignment, the District will provide all resources for moving supplies and materials. The District will transport from the former building/classroom to the new building/classroom all supplies and materials. The District will also transport non-District property if it is boxed (where practical) and clearly labeled by the teacher including the new building and classroom identification.

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 their previous position if such position exists, or, if not, to a position for which the bargaining unit member is certified and qualified.
        d. 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.
        e. 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 Director of Human Resources 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) academic term on, one (1) academic term 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. In-services
        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.
The bargaining unit members working only a first, second, or third academic term may have that salary paid over the length of that term or terms, over the remaining school year, or over the remaining time up to the start of the new school year.

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 emailed and posted to all bargaining unit members for five (5) business 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 letter of interest to Human Resources within the five (5) business-day posting period.
    1. All certified and qualified bargaining unit members who apply for a vacancy will receive an interview.
    2. External applicants may be considered if no bargaining unit members respond to the posting.
D. Bargaining unit positions will be filled with a bargaining unit member if they meet the certification requirements and the specific qualifications required for the position as determined by the Board.
    1. Vacancies occurring during the school year will be posted and filled according to the provisions of this Article.
        a. If no properly certified and qualified bargaining unit member expresses interest in the posted vacancy, the Board may employ a long term substitute for the remainder of the school year for the unfilled position.
        b. If a bargaining unit member fills the vacancy and another vacancy ensues, the Board may employ a long term substitute for the remainder of the school year for this second vacancy.
        c. Any vacancy for which a long term substitute is employed shall be posted for the following school year at least five (5) business days prior to the last scheduled day of the current school calendar.
    2. 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.
    3. Bargaining unit members who are not awarded a vacancy will be provided written notice of the reasons.
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. The District shall provide notice to the Association Vice President/Membership Chair of any newly hired employees covered by this Agreement, including the employee names, hire dates, and salary within ten (10) workdays of the date of hire. An updated employee list shall be provided monthly thereafter.
G. 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.
H. 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 Director of Human Resources will make the assignment.
    2. Involuntary transfers are not subject to the grievance procedure except as to whether the above procedure was followed.
I. Should new administrative positions be created, the Board shall post notice of same for five (5) business

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.

J. A bargaining unit member who severs their employment with the Holt Public Schools shall not be retained in an extra duty position except as they may apply for said position after same has been posted for applications from within the bargaining unit.

K. To provide notice of vacancies as early as possible when planning for staffing in the upcoming school year, the Director of Human Resources will conduct a survey of all bargaining unit members on or before January 15 of each school year. The survey will ask each member if they desire a change in assignment or intend to leave their employment and not return to Holt Public Schools for the ensuing school year.
    1. Survey responses indicating a desired change in assignment will be taken into consideration as staffing decisions are made each spring. Bargaining unit members will need to submit a letter of interest to be considered for any posting.
    2. Bargaining unit members who provide a letter of resignation with this Staff Survey indicating the effective date of resignation as the last teacher workday of the current school year will receive an incentive at the end of the school year as follows:
        a. A bargaining unit member who returns this survey by 4:00 p.m. on February 15 indicating an intention to retire/resign or has provided the same information prior to the survey, will receive a $1,750 early notification incentive.
        b. A bargaining unit member who returns this survey by 4:00 p.m. on March 1 indicating an intention to retire/resign, will receive a $750 incentive.
        c. Any bargaining unit member indicating an intent to retire/resign after March 1 shall receive no incentive.
    3. Resigning bargaining unit members may request that their resignation remain confidential. Such requests shall be honored and will not be shared outside the Human Resources Department until March 21.
    4. A notice of retirement/resignation will be deemed accepted and final when received. Bargaining unit members may only rescind this notice with specific written approval of the Director of Human Resources.

ARTICLE XVI. Seniority, Staff Reduction and Recall

A. The following definitions apply specifically to this Article (XVI).
    1. Certification – "Certified" shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the bargaining unit member's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a bargaining unit member on file with the district shall be considered conclusive for all purposes under this Agreement.
        a. The bargaining unit member shall provide written notice to the District of any change to their certificates, endorsements, or licenses.
    2. Qualification – Bargaining unit members shall be considered qualified for positions for which they possess the appropriate certification. Further, their degree of "qualified" status for any position in the district shall be determined using the following:
        a. Employees having at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal employee meets this criterion, then this requirement shall not apply.
        b. Level of certification in this order: National Board Certified, Advanced Professional Certificate, Professional Certificate, Standard Certificate, Interim Certificate, Temporary Certificate
        c. Employee disciplinary records based on letters contained in employee personnel file from the previous 7 years only.

d. If 2 or more employees equally meet the above standards, then any position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

B. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.

C. The seniority list shall be published by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year to Human Resources; otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

D. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, 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.

E. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; however, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

F. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

G. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed herein.

H. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, bargaining unit members will be laid off based on the criteria of qualification as defined in section A, 2, of this article.

I. After a reduction of bargaining unit members as outlined above, if there are positions that are created and/or vacant, laid-off bargaining unit member who are certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off bargaining unit members, and the vacancy or vacancies shall be filled by the most qualified (section A, 2, of this article).

J. The Association will be notified of the potential reduction in personnel at least ten (10) days before the layoff notices are distributed to the bargaining unit members. Bargaining unit members being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.

K. The Board shall give email and written notice of layoff or recall from layoff by sending a registered letter or certified letter to the bargaining unit member at their last known address. It shall be the responsibility of the bargaining unit member to notify the Board of any change in address. The bargaining unit member shall have a minimum of 10 calendar days to respond to a recall notice.

L. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the

time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

M. A bargaining unit member refusing an offer of recall to a position for which the bargaining unit member is adequately certified and most qualified per section A, 2, of this article, and which is equivalent to the one from which they were laid off shall be deemed a resignation and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the bargaining unit member is under contract with a different Michigan School District at the time of recall. In such case, the bargaining unit member shall be given 4 weeks before reporting for duty. Should the bargaining unit member refuse that option, they shall be deemed to have resigned as set forth above.

N. Bargaining unit members laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article XIX until the end of the following month of the beginning of layoff. After that, a laid-off bargaining unit member may continue their insurance benefits in accordance with the MESSA's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE XVII. Leaves of Absence

A. Paid Leaves of Absence

1. Sick Leave
    a. Ten (10) days of sick leave shall be granted each school year with unlimited accumulation.
    b. Bargaining unit members employed for less than a full school year shall receive a pro-rata portion of days.
    c. Each absence taken by a bargaining unit member must be reported, and if necessary, changed, according to the Board approved process which shall be clearly communicated to all employees prior to the start of each school year and shall be posted on the District's website.
    d. The Employer may, for good cause, request a statement from the bargaining unit member's physician regarding the need for the use of sick leave.
    e. 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.
    f. The Board reserves the right to require a written medical statement after the fifth (5th) 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.
    g. A written statement from an attending physician also shall be mandatory following any period of hospitalization.
    h. When a bargaining unit member has exhausted their accumulated sick leave, they shall be placed on a health and hardship leave as provided in section B.2 of this Article.
2. Parental Leave
    a. A bargaining unit member may use sick leave for pregnancy and/or birth or adoption of a child in the same manner as for any other condition for which sick leave is allowed and may continue in active employment as late into the pregnancy as is medically reasonable.
3. Bereavement Leave
    a. From accumulated sick leave, a maximum of ten (10) days may be used at the time of death in the immediate family. The term "immediate family" is defined as: spouse, partner, co-parent, parents, grandparents, parents-in-law, sibling, sibling-in-law, child, grandchild, child-in-law, step-parent, step-sibling, step-child, or a person for whom the bargaining unit member is principally responsible.

b. From accumulated sick leave, one (1) day may be used for attendance at a funeral of a person outside of the immediate family. If additional time is needed, it may be requested as personal business leave.

4. Personal Business Leave
    a. Two (2) days a year beyond the sick leave allowance shall be granted each school year with an accumulation of up to a total of four (4) personal business days. Personal business leave beyond this amount shall accrue as sick leave in the following year.
    b. Personal business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal school hours.
    c. Bargaining unit members shall be granted personal business leave upon written notification to the Director of Human Resources 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.
    d. It is understood that personal business leave shall not be used for recreational purposes, or to extend a holiday and/or vacation.
    e. In the event of an emergency requiring personal business leave prior to or following such holiday and/or vacation, the bargaining unit member shall state the reason for the leave.
5. Conference Leave
    a. A bargaining unit member shall request permission from their 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 when using District funds.
    b. 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.
    c. Expenses will be allowed following U.S. General Services Administration (GSA) guidelines.
    d. Any bargaining unit member may make application to the principal to attend a conference at their own expense, except that the cost of a substitute shall be borne by the Board. Verbal or written reports may be required.
6. Professional Visitation Leave
    a. A bargaining unit member shall request permission from their principal or supervisor in advance of making any visitation. Visitations shall be within the state of Michigan.
    b. 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.
    c. Reimbursable expenses will be limited to the salary of a substitute if one is employed.
    d. Visitations made by a bargaining unit member at the request of the Board shall not be subject to the limitations above. Expenses for visitations outside the District shall be allowed as outlined in above.
7. Board Required or Requested Leave
    a. Leave will be granted for attendance at a particular function when required by the Board.
8. Court Appearance Leave
    a. Leave will be granted for appearance in court necessitated by a school-related incident.
9. Jury Duty Leave

a. 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.
b. The bargaining unit member retains the right to mileage reimbursement paid by the court.

10. Sabbatical Leave
    a. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board may, in its sole discretion, grant sabbatical leaves for study.
    b. No more than one (1) bargaining unit member in the District shall be on sabbatical leave at any one time except in approved circumstances.
    c. Requests shall be submitted to the Superintendent in writing on or before February 1, and finalized by May 1, of the school year prior to which the requested leave is planned.
    d. The bargaining unit member shall have worked at least seven (7) full consecutive years in the District.
    e. 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 their 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.
    f. 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.
    g. Approval for said leave will be contingent upon securing a certified teacher who is qualified to assume the applicant's duties while on leave.
    h. 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.
    i. The compensation of a bargaining unit member on sabbatical leave shall be half of their 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.
    j. 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 they are certified and qualified.

11. Association Leave
    a. The Board shall grant up to twenty (20) full days of leave each year to the Association for the purpose of conducting Association business.
    b. The Association agrees to reimburse the Board for the substitute's pay.
    c. 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.
    d. The Association President shall endorse requests for the use of Association leave days.
    e. Attendance at conferences sponsored by the NEA, MEA or affiliated organizations which relate to curriculum are to be authorized via the Conference Leave procedure and shall not be counted as Association leave days.
    f. 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. Parental Leave

a. 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. This 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. For such a leave, the provisions of the Family Medical Leave Act, set forth in this Article shall also apply.
b. In the case of the birth of a child, a bargaining unit member may commence this leave before or after the birth of the child. 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.
c. A bargaining unit member shall notify the District in writing of their desire to take such a leave and their intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin or end. 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.
d. 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.
e. For bargaining unit members who have been employed for at least twelve (12) months by the District and who work at least half time, and have not otherwise taken FMLA leave during the preceding 12 months, 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 their insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond their control.
f. 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 they are certified and qualified.
g. 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.
h. In case of reduction in staff during the leave period, the provisions at Article XVI shall govern.
i. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.

2. Health and Hardship Leave
    a. Any Bargaining unit member whose personal illness extends beyond the period covered by accumulated sick leave and who qualifies for long-term disability shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one (1) calendar year from the date of inception of the leave.

b. Upon recovery, the bargaining unit member shall be required to submit a physician's statement attesting to the bargaining unit member's ability to fully perform the duties of their position.
c. The Board reserves the right to require an examination by a physician of the Board's choice and at its expense. In the event of a conflict between the statement from the bargaining unit member's physician and that of the Board's regarding the bargaining unit member's fitness to return, the statement from the Board's physician shall be controlling.
d. In the event the bargaining unit member presents acceptable evidence of recovered health as provided above within one (1) year from the date they last worked, the bargaining unit member shall be reinstated to the same position they vacated, provided it still exists, or an equivalent position, if the same position no longer exists.
e. Should the illness or disability be of such an extent that the bargaining unit member is unable to present acceptable evidence of recovered health within one (1) year, the bargaining unit member may be re-employed provided there is a vacancy for which the bargaining unit member is certified and qualified at the time of recovery.
f. The Board reserves the right to fill a position which is vacant due to health and hardship with a long-term substitute.
g. A bargaining unit member on a health and hardship leave may be eligible for the benefits under a Family Medical Leave.

3. Family Medical Leave
   a. 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 each year on a "rolling backward" 12 month period; except military caregiving leave shall be calculated on a "rolling forward" basis by law.
   b. 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 themself where the condition results in the member being unable to perform the responsibilities of their position. This leave may run concurrently with another leave in this Article.
   c. 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.
   d. 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.
   e. 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.
   f. 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 Director of Human Resources 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 their receipt of the requisite information.

g. 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 their insurance, unless the bargaining unit member did not return to work due to circumstances beyond their control.

h. 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 i and j 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.

i. 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 they are 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.

j. 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.

k. The bargaining unit member may elect to use their accumulated sick leave, personal business leave and/or any combination thereof for all or any part of a Family Medical leave.

l. 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 their employment. The Board may require that the bargaining unit member obtain subsequent re-certifications on a reasonable basis.

m. 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 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.

n. 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.

o. The following provisions shall apply to periods of leaves near the conclusion of an academic term 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, 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 an academic term to wait to return from the leave until the start of the next academic term.

   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, 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 an academic term to wait to return from the leave until the start of the next academic term.

   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, 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 academic term.

p. The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993, as amended.

q. In recognition of the confidential nature of the required certifications set forth herein, all such information shall be requested by and submitted to the Director of Human Resources.

4. Study Leave

a. 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.

b. A bargaining unit member planning to take such leave shall give written notice to Human Resources 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.

c. Leave shall not be granted unless the Board has employed a suitable replacement for the bargaining unit member by June 15.

d. 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.

e. 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.
f. 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.
g. The bargaining unit member will advance on the salary schedule as they would have advanced had they been employed by the Board.
h. The Board shall have the right to fill a position which is vacant due to a study leave with a long-term substitute.
i. Should a reduction in staff occur during the leave period, the provisions of Article XVI shall govern.
j. Bargaining unit members shall provide written notice to the Director of Human Resources of their intent either return or resign by March 1 of the year in which the leave expires.

5. Armed Services Leave
   a. 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.
   b. 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. General Leave
   a. The Board may grant a general leave.
   b. Requests for general leave shall be submitted in writing to the Human Resources. 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 Human Resources of their intent to either return or resign 20 workdays prior to the expiration of the leave.
   h. Early reinstatement during the school year shall be at the discretion of the Board. A bargaining unit member who provides timely notice of their 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. MEA/NEA Service Leave
   a. A leave of absence of up to three (3) 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 twice per month during the entire year with no fewer than 13 days and no more than 17 days between paydays. 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 Director of Human Resources 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. 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.
3. Payments and reimbursements to employees shall be made by direct deposit.

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, at their 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.
1. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Director of Human Resources 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 bargaining unit member, who submits the necessary documentation in accordance with section 1 above, shall be paid retroactive to the first day of the school year or January first, as the case may be.
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 qualifying period.
4. In order to be approved, additional degrees and/or hours shall be applicable to the teaching field unless otherwise approved by the Director of Human Resources.
5. 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.
6. MA+ credits must come from approved institutions only. The “Directory of Michigan Institutions of Higher Education” document, produced by the Office of Postsecondary Services, Michigan Department of Labor & Economic Growth shall be the list of approved institutions within the state of Michigan. Non-public institutions of higher education not within the state of Michigan must have prior approval by the Director of Human Resources issued on a case-by-case basis.

E. The MA+20 salary schedule provides incentive compensation to bargaining unit members who pursue and acquire additional professional skills related to their teaching.
Said salary schedule compensates 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+20 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. SCECHs as used herein shall be defined as professional development acquired through seminars, conferences, workshops, etc. 30 SCECH hours shall be credited as one (1) college/university semester credit hour.
3. The course work or SCECHs shall have been approved in advance by the Director of Human Resources.

4. The course work or SCECHs shall have been pursued at times other than during the bargaining unit member's scheduled workday.
5. The cost(s) of course work or SCECHs, if any, shall not be borne by the District.
6. Upon qualification for additional salary due to additional hours including SCECHs, a bargaining unit member shall be advanced to the appropriate new salary schedule at the beginning of each the school year or January first, as the case may be.
7. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Director of Human Resources 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.
8. Written confirmation from the program sponsor that the bargaining unit member has completed the number of SCECH hours of instruction previously approved by the Director of Human Resources or a SCECH certificate will be deemed sufficient documentation.
9. 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 school year or January first, as the case may be, and paid retroactive to the first day of that period.
10. 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 qualifying period and shall not be entitled to retroactive pay.
11. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the hours or SCECHs 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. Beyond step 12, said payment shall be added to the salary for each step up to and including step 28 for only the 2017-2018 school year.

G. If by mutual consent, a bargaining unit member shall teach more than the normal teaching load as set forth in Article VIII, they shall receive an additional amount of their annual base salary for the duration of said assignment. This amount shall be proportional based upon actual student contact time (i.e., in a five period school day, it would be an additional 0.25 FTE).

H. A bargaining unit member required in the course of their work to drive their personal automobile, shall receive the IRS allowance as of July 1 each year for travel within and outside of the District provided they receive prior written approval. Unit members who travel regularly shall receive approval and reimbursement every month.

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 their eligible dependents as defined by MESSA. Bargaining unit members not electing Package A or Package C or Package D or Package E or Package F will select Package B.

1. Package A
    a. Choices ($500/1,000 annual deductible, $20/$25/$50 (OV/UC/ER), 0% coinsurance, and Saver Rx)
    b. Delta Dental Plan (80/80/80/80: $1,000 Annual Max; $1,300 Orthodontic Lifetime Max)
    c. $25,000 Negotiated Life Insurance with AD & D (inclusive of the $5,000 Basic Term Life insurance which is associated with the medical plan)
    d. Vision Care, VSP 2
2. Package B
    a. The Employer shall provide a monthly-prorated cash option of $6,100. 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. Delta Dental Plan (80/80/80/80: $1,000 Annual Max; $1,300 Orthodontic Lifetime Max)
   c. $30,000 Negotiated Life Insurance with AD & D
   d. Vision Care, VSP 3

3. Package C
   a. ABC Plan 1 (with "Health Equity" (HEQ) Health Savings Account (HSA)) annual in network deductible as indexed by the IRS ($1,600/$3,200) with ABC Rx).
   b. Delta Dental Plan (80/80/80/80: $1,000 Annual Max; $1,300 Orthodontic Lifetime Max)
   c. $25,000 Negotiated Life Insurance with AD & D (inclusive of the $5,000 Basic Term Life insurance which is associated with the medical plan)
   d. Vision Care, VSP 2
4. Package D
   a. Choices ($1,000/$2,000 annual deductible, $20/$25/$50 (OV/UC/ER), 10% coinsurance, and Saver Rx)
   b. Delta Dental Plan (80/80/80/80: $1,000 Annual Max; $1,300 Orthodontic Lifetime Max)
   c. $25,000 Negotiated Life Insurance with AD & D (inclusive of the $5,000 Basic Term Life insurance which is associated with the medical plan)
   d. Vision Care, VSP 2
5. Package E
   a. ABC Plan 2 (with "Health Equity" (HEQ) Health Savings Account (HSA)) $2,000/$4,000 annual in network deductible with ABC Rx)
   b. Delta Dental Plan (80/80/80/80: $1,000 Annual Max; $1,300 Orthodontic Lifetime Max)
   c. $25,000 Negotiated Life Insurance with AD & D (inclusive of the $5,000 Basic Term Life insurance which is associated with the medical plan)
   d. Vision Care, VSP 2

6. Package F
   a. Balance + (with "Health Equity" (HEQ) Health Savings Account (HSA)) $1,600/$3,200 annual in network deductible with Balance + Rx) 20% coinsurance, and $25/$50/$200 (OV/UC/ER).
   b. Delta Dental Plan (80/80/80/80: $1,000 Annual Max; $1,300 Orthodontic Lifetime Max)
   c. $25,000 Negotiated Life Insurance with AD & D (inclusive of the $5,000 Basic Term Life insurance which is associated with the medical plan)
   d. Vision Care, VSP 2
7. Should spouses both be employed in bargaining unit positions, one will be eligible to select Package A, Package C, Package D, Package E, or Package F and the other will be eligible to select Package B.
8. In addition to the foregoing, the Employer shall pay the premiums for MESSA negotiated long-term disability insurance to provide the following:
   a. 70% of salary
   b. $5,000 maximum per month payment
   c. 2 year Waiver of Premium on health care included
   d. All other income off-sets
   e. 2 year limit nervous/mental, alcohol and substance abuse

f. 2 year own occupation provision
g. 60 calendar modified fill waiting period

B. Bargaining unit members employed for half time shall be eligible for Single Subscriber insurance coverages listed in paragraph A above, with the Employer paying the medical premiums at the Single Subscriber rate listed in paragraph C below. The Employer shall not pay for any insurance for bargaining unit members employed for less than half time.

C. Premium Payments:
   1. The District shall pay the following annual amounts towards the total cost of the MESSA medical premiums described above:
      a. $7,702.85 for Single Subscribers beginning January 1, 2024.
      b. $16,109.09 for 2-person Subscribers beginning January 1, 2024.
      c. $21,007.83 for Family Subscribers beginning January 1, 2024.
   2. These annual employer paid amounts shall be adjusted annually beginning on the first business day after January 1 each year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.
   3. For those bargaining unit members electing a MESSA Plan with a HSA, the employer will electronically transfer 85% of the MESSA Plan annual deductible amount annually to each member's HEQ HSA on the first business day after January 1 of each year.
      a. The remainder of the total annual employer cost shall pay the annual medical premium.
      b. Employees may contribute, through payroll deduction and electronic transfer, additional money toward their HEQ HSA up to the maximum amounts allowed by Federal law.
   4. The remaining annual cost for the employee's elected medical plan premiums, taxes, and fees shall be paid by the employee through equally prorated payroll deduction.
   5. All non-medical MESSA Package A, Package B, Package C, Package D, Package E, and Package F benefits described herein shall be fully employer paid.

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 coverage year for all eligible bargaining unit members shall be January 1 through December 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 their 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, divorce, loss of employer sponsored health insurance, social security eligibility or death or change in dependent status is involved or until the next open enrollment period.
   1. Bargaining unit members are required to notify the Human Resources 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.
   2. If a qualifying event results in a change of coverage, employee payment shall be adjusted accordingly. Should the employee change from a MESSA ABC Plan to another Package, the employee shall repay any amount greater than the employer maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

I. For present bargaining unit members, the Board shall continue its contribution toward such benefits the first of the month following ratification.
J. 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.
K. 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.
L. 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.
M. 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.
N. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue their benefits for up to one (1) year through the Employer by paying the group premiums in advance.
O. 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, the Board shall pay a terminal leave pay as determined by the sum of (1) and (2) below if the bargaining unit member has at least ten (10) years of continuous employment with the District.
    1. $150.00 per year of employment in the District
    2. $75 per unused sick leave day, with no limit on accumulation.
    3. Retirement benefits outlined in this article shall terminate upon the death of the retiree as it is not intended as a benefit for survivors.
    4. The bargaining unit member will not receive the terminal leave pay until they have presented proof of retirement from the Michigan Public School Employees Retirement System.
    5. The Board requires thirty (30) days notice prior to the date of retirement. Failure to provide the prescribed notification may void the bargaining unit member's entitlement to the assistance pay provisions of this Agreement.
    6. To determine the level of pay, the Board will use the age of the bargaining unit member at the time of retirement.
B. The terminal leave pay shall be paid in the form of a non-elective employer contribution into the District's 403(b) Plan.
    1. The employee shall not have the option to direct the payments be contributed to another plan or to elect to receive the payments in cash.
    2. The contribution on behalf of an employee shall be made as soon as administratively possible but in no case later than December 31 of the year in which the employee terminates employment with

the District.

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 Provisions

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.

ARTICLE XXIII. Duration of Agreement

Once ratified by both parties, this Agreement shall be effective from July 1, 2024 through June 30, 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. At a time mutually agreeable, but not later than April 1, 2027, the parties shall meet to begin negotiations on a successor agreement.

EDUCATION ASSOCIATION		BOARD OF EDUCATION	
BY Its President	Date 6-20-24	BY Its President	Date 6/27/24
BY Its Secretary	Date 6/20/24	BY Its Secretary	Date 7/10/24
BY Chairperson, Negotiation Committee		BY Chairperson, Negotiation Committee	
Date		Date	7-10-24

APPENDIX A: Salary Schedule

One year of experience yields a one (1) step increase.

2024-2025			2.00%
Step	**BA**	**MA**	**MA+20**
1	$44,476	$47,624	$49,460
2	$46,170	$49,516	$51,296
3	$47,837	$51,230	$53,132
4	$50,035	$52,536	$55,162
5	$52,536	$55,163	$57,921
6	$55,163	$57,922	$60,815
7	$57,922	$60,816	$63,857
8	$60,816	$63,858	$67,049
9	$63,858	$67,052	$70,401
10	$67,052	$70,403	$73,921
11	$69,062	$72,516	$76,139
12	$71,134	$74,690	$78,425
13	$72,556	$76,185	$79,992
14	$74,008	$77,708	$81,592
15	$75,487	$79,262	$83,224
16	$76,998	$80,848	$84,887
17	$78,538	$82,465	$86,586
18	$80,109	$84,113	$88,317
19	$81,711	$85,797	$90,084
20	$83,345	$87,512	$91,886
21	$83,761	$87,950	$92,345
22	$84,181	$88,389	$92,807
23	$84,601	$88,831	$93,271
24	$85,024	$89,274	$93,736
25	$85,449	$89,721	$94,206
26	$85,877	$90,170	$94,676
27	$86,306	$90,622	$95,151
28	$86,737	$91,075	$95,626

2025-2026			2.00%
Step	**BA**	**MA**	**MA+20**
1	$45,366	$48,576	$50,449
2	$47,094	$50,506	$52,322
3	$48,794	$52,254	$54,194
4	$51,036	$53,587	$56,265
5	$53,587	$56,266	$59,079
6	$56,266	$59,080	$62,032
7	$59,080	$62,033	$65,134
8	$62,033	$65,135	$68,390
9	$65,135	$68,393	$71,809
10	$68,393	$71,812	$75,400
11	$70,443	$73,966	$77,662
12	$72,556	$76,183	$79,993
13	$74,007	$77,709	$81,592
14	$75,488	$79,262	$83,224
15	$76,997	$80,847	$84,888
16	$78,538	$82,465	$86,585
17	$80,109	$84,114	$88,317
18	$81,711	$85,796	$90,083
19	$83,345	$87,513	$91,886
20	$85,012	$89,262	$93,723
21	$85,437	$89,708	$94,192
22	$85,864	$90,157	$94,663
23	$86,293	$90,607	$95,136
24	$86,725	$91,060	$95,611
25	$87,158	$91,516	$96,090
26	$87,594	$91,973	$96,570
27	$88,032	$92,434	$97,054
28	$88,471	$92,896	$97,539

2026-2027			2.00%
Step	**BA**	**MA**	**MA+20**
1	$46,273	$49,548	$51,458
2	$48,036	$51,516	$53,368
3	$49,770	$53,299	$55,278
4	$52,056	$54,659	$57,390
5	$54,659	$57,391	$60,261
6	$57,391	$60,262	$63,272
7	$60,262	$63,273	$66,437
8	$63,273	$66,438	$69,757
9	$66,438	$69,761	$73,246
10	$69,761	$73,248	$76,908
11	$71,852	$75,446	$79,215
12	$74,008	$77,707	$81,593
13	$75,487	$79,263	$83,224
14	$76,998	$80,847	$84,888
15	$78,537	$82,464	$86,586
16	$80,108	$84,115	$88,317
17	$81,711	$85,797	$90,084
18	$83,345	$87,511	$91,885
19	$85,012	$89,264	$93,724
20	$86,712	$91,047	$95,598
21	$87,145	$91,503	$96,075
22	$87,581	$91,960	$96,556
23	$88,019	$92,420	$97,039
24	$88,459	$92,881	$97,523
25	$88,902	$93,346	$98,012
26	$89,346	$93,813	$98,501
27	$89,793	$94,283	$98,995
28	$90,241	$94,754	$99,489

APPENDIX B: Extra-Duty Positions and Salaries

A. Extra-duty payments shall be spread evenly over the 10-month pay plan chosen as outlined in Article XVIII and made as follows:
   1. Recommendation for Appendix B positions must be presented to the member prior to the final day of school or within 10 calendar days of the position being assigned.
   2. The District shall pay in the first pay of the school year, those extra-duty positions for which documentation has been signed by the appropriate administrator and employee and which are received in the Human Resource Office by July 15.
      a. Percentage rated positions are based on years of experience in the activity within HPS and are applied to the bargaining unit member's degree track on Appendix A. [For example, teacher on salary step 10 and MA+20 degree lane, who will be coaching golf for the 5th year, would be compensated at 7% of the step 5, MA+20 lane salary amount]

Athletics

Baseball/Softball	Varsity Coach	9%
	Junior Varsity Coach	7%
	9th Grade Coach	6%
Basketball	Varsity Coach	10%
	Junior Varsity Coach	8%
	9th Grade Coach	7%
	8th Grade Coach	6%
	7th Grade Coach	5%
Bowling	Varsity Coach	7%
Cross Country	Varsity Coach	7%
	Assistant Coach	6%
	Jr. High Coach	5%
Competitive Cheer	Varsity Coach	7%
	Junior Varsity Coach	5%
Sideline Cheer	Varsity Coach	5%
	Junior Varsity Coach	5%
Dance	Varsity Coach	5%
	Junior Varsity Coach	4%
Football	Varsity Coach	10%
	Junior Varsity Coach	8%
	Head 9th Grade Coach	7%
	8th Grade Coach	5%
	7th Grade Coach	5%
	Assistant Varsity Coaches	7%
	Assistant Junior Varsity Coaches	7%
	Assistant 9th Grade Coaches	7%
	Assistant 8th Grade Coach (one)	4%
	Assistant 7th Grade Coach (one)	4%
Golf	Varsity Coach	7%
	Junior Varsity Coach	5%
Gymnastics	Varsity Coach	9%
Hockey	Varsity Coach	9%
Lacrosse	Varsity Coach	7%
Soccer	Varsity Coach	9%
	Junior Varsity Coach	7%
	Assistant to Varsity Coach	7%
Special Olympics		7%
Swimming	Varsity Coach	9%
	Diving Coaches	7%
	9th Grade Coach	5%

Tennis	Varsity Coach	7%
	Junior Varsity Coaches	5%
Track	Varsity Coach	9%
	Junior Varsity Coaches	7%
	9th Grade Coach	5%
	8th Grade Coach	5%
	7th Grade Coach	5%
	6th Grade Coach	5%
Trainer		6%
Volleyball	Varsity Coach	9%
	Junior Varsity Coach	7%
	9th Grade Coach	6%
	8th Grade Coach	5%
	7th Grade Coach	5%
Wrestling	Varsity Coach	9%
	Assistant to Varsity Coach(es)	7%
	9th Grade Coach	6%

Non-athletics

Instructional Technology Coordinator		7%
HOSA (Health Occupations Students of America)		3%
Safety Patrol	Elementary	4%
	Coordinator	1%
Annual Advisor	High School	10%
	Junior High	2%
	Middle School	2%
Debate		7%
Forensics		4%
Forensics Assistant		3%
Diversity Club	High School	2%
	Junior High	2%
GSA (Gay-Straight Alliance)	High School	2%
	Junior High	2%
Destination Imagination		1%
Science Olympiad	High School Head Coach	7%
	High School Assistant Coach	5%
	High School Individual Coach	1% (up to a total of 6%)
	Elementary Coach	2%
	Middle School Coach	5%
	Junior High Coach	5%
	Elementary Ass't Coach	1% (total of 1%)
	Middle School Ass't Coach	1% (up to a total of 4%)
	Junior High Ass't Coach	1% (up to a total of 4%)
Robotics	High School Head Coach	7%
	High School Assistant Coach	5%
	Junior High Head Coach	5%
	Junior High Assistant Coach	3%
	Middle Level Head Coach	3%
	Middle Level Assistant Coach	2%
	Elementary Head Coach	2%
	Elementary Assistant Coach	1%
International Club Sponsor (Sr. High)		2%
Key Club Sponsor (Sr. High)		2%
Quiz Bowl Coach		7%

Newspaper	Senior High	5%
	Junior High	2%
	Middle School	1%
Head Sponsor	Senior Class	2%
	Junior Class	3%
	Sophomore Class	1%
	Freshmen Class	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 or Spring Play (once annually)	Director	7%
	Assistant Director	4%
	Technical Director	5%
Fall or Spring Musical (once annually)	Director	7%
	Assistant Director	4%
	Vocal Director	2%
	Technical Director	5%
Music	High School	9%
	Jr. High School	7%
	Middle School Instrumental	7%
	Middle School Vocal	7%
Student Government	High School Advisor	7%
	Junior High	2%
	Middle School	2%
	Elementary	2%
Boomerang Project	High School (up to 4)	3%
	Junior High (up to 4)	3%
National Honor Society Advisor	High School	5%
	Junior High	2%
SADD Advisor		2%
PAL Advisor		2%
Peer Resistance Advisor		2%
District Reproductive Health Supervisor		8%
Building Science/Health Coordinator		1% per elementary building

B. Flat Rate Pay Positions: The following positions shall be paid at the rates below for 2024-2025. These values will be increased by the same percentage as Appendix A in each remaining contract year.
    a. K-12 Grade Level/Department/Subject Chairs leading Teams of:
        i. Six or fewer FTE Members $2400
        ii. More than six FTE Members $2700
    b. 5/6 Building Health Coordinator $400
    c. Seminar Rate: 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
        i. $27.00
    d. Teaching Seminar Rate: 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.
        i. $34.00

2. 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.

APPENDIX C: Calendar

2024-2025 Calendar *(updated to reflect LOA)*

2024-2025	**School Calendar**	**Bond Calendar** (Dimondale)
New Teacher Orientation	Thur, 8/15	Thur, 8/15
Teacher Leaders Workshop	Fri, 8/16	Fri, 8/16
Full Day PD: District Address AM, Building PD PM (no students district-wide)	Mon, 8/19	Mon, 8/19
Half Day PD / Half Day Work: Building PD AM (no students district-wide)	Tue, 8/20	Tue, 8/6
First Day of School	Wed, 8/21	Wed, 8/7
PD Wednesday: Early Release **(Dimondale only)**		Wed, 8/14
PD Wednesday: Early Release	Wed, 8/28	Wed, 8/28
Labor Day Holiday Begins	Fri, 8/30	Fri, 8/30
School Resumes	Tue, 9/3	Tue, 9/3
PD Wednesday: Early Release	Wed, 9/4	Wed, 9/4
PD Wednesday: Early Release (IPD K-6)	Wed, 9/11	Wed, 9/11
Parent/Teacher Conferences	Week of 9/23	Week of 9/23
HHS Evening conferences	Wed, 9/25	Wed, 9/25
HJH afternoon and evening conferences; HHS afternoon conferences; K-12 half day	Thur, 9/26	Thur, 9/26
K-12 Half Day	Fri, 9/27	Fri, 9/27
PD Wednesday: Early Release	Wed, 10/9	Wed, 10/9
Fall Break Begins	Mon, 10/14	Mon, 10/14
School Resumes	Mon, 10/21	Tue, 10/15
PD Wednesday: Early Release	Wed, 10/23	Wed, 10/23
No School	Tue, 11/5	Tue, 11/5
PD Wednesday: Early Release	Wed, 11/6	Wed, 11/6
PD Wednesday: Early Release	Wed, 11/20	Wed, 11/20
Thanksgiving Holiday Begins	Wed, 11/27	Wed, 11/27
School Resumes	Mon, 12/2	Mon, 12/2
PD Wednesday: Early Release	Wed, 12/4	Wed, 12/4
PD Wednesday: Early Release	Wed, 12/11	Wed, 12/11
Winter Holiday Begins	Mon, 12/23	Mon, 12/23
School Resumes	Mon, 1/6	Mon, 1/6
PD Wednesday: Early Release	Wed, 1/8	Wed, 1/8
7-12 Half Days for Exams	Wed, 1/15	
7-12 Half Days for Exams	Thu, 1/16	

7-12 Half Days for Exams	Fri, 1/17	
No School	Mon, 1/20	Mon, 1/20
School Resumes	Tue, 1/21	Tue, 1/21
First day of second semester	Tue, 1/21	Tue, 1/21
PD Wednesday: Early Release	Wed, 1/22	Wed, 1/22
PD Wednesday: Early Release (IPD K-6)	Wed, 2/5	Wed, 2/5
Mid-Winter Break Begins	Fri, 2/14	Fri, 2/14
School Resumes	Tue, 2/18	Tue, 2/18
PD Wednesday: Early Release	Wed, 2/19	Wed, 2/19
Parent/Teacher Conferences	Week of 3/3	Week of 3/3
HJH evening conferences	Wed, 3/5	Wed, 3/5
HHS afternoon and evening conferences; HJH afternoon conferences; K-12 half day for students	Thur, 3/6	Thur, 3/6
K-12 Half Day	Fri, 3/7	Fri, 3/7
PD Wednesday: Early Release	Wed, 3/12	Wed, 3/12
PD Wednesday: Early Release	Wed, 3/19	Wed, 3/19
Spring Break Begins	Fri, 3/21	Fri, 3/21
School Resumes	Mon, 3/31	Mon, 3/31
PD Wednesday: Early Release	Wed, 4/2	Wed, 4/2
PD Wednesday: Early Release	Wed, 4/23	Wed, 4/23
PD Wednesday: Early Release	Wed, 5/7	Wed, 5/7
PD Wednesday: Early Release	Wed, 5/14	Wed, 5/14
Memorial Day Holiday Begins	Fri, 5/23	
School Resumes	Tue, 5/27	
PD Wednesday: Early Release	Wed, 5/28	
7-12 Half Day for Exams	Tue, 6/10	
K-12 Half Day; 7-12 Exams	Wed, 6/11	
K-12 Half Day; 7-12 Exams	Thur, 6/12	
Half Day **(Dimondale only)**		Wed, 5/21
K-12 Half Day; Last Day of School	Thur, 6/12	Thur, 5/22
180 student days 183 work days		

2025-2026 Calendar

The bond calendar and Professional Development days are unknown and will require a Letter of Agreement.

2025-2026	**School Calendar**	**Bond Calendar**
New Teacher Orientation	Thur, 8/14	
Teacher Leaders Workshop	Fri, 8/15	
Full Day PD: District Address AM, Building PD PM	Mon, 8/18	
Half Day PD / Half Day Work: Building PD AM	Tue, 8/19	
First Day of School	Wed, 8/20	

Labor Day Holiday Begins	Fri, 8/29	
School Resumes	Tue, 9/2	
Parent/Teacher Conferences	Week of 9/22	
HHS Evening conferences	Wed, 9/24	
HJH afternoon and evening conferences; HHS afternoon conferences; K-12 half day	Thur, 9/25	
K-12 Half Day	Fri, 9/27	
Fall Break Begins	Mon, 10/13	
School Resumes	Mon, 10/20	
Thanksgiving Holiday Begins	Wed, 11/26	
School Resumes	Mon, Dec 1	
Winter Holiday Begins	Mon, 12/22	
School Resumes	Mon, 1/5	
7-12 Half Days for Exams	Wed, 1/14	
7-12 Half Days for Exams	Thu, 1/15	
7-12 Half Days for Exams	Fri, 1/16	
No School	Mon, 1/19	
First day of second semester	Tue, 1/20	
Mid-Winter Break Begins	Fri, 2/13	
School Resumes	Tue, 2/17	
Parent/Teacher Conferences	Week of March 2nd	
HJH evening conferences	Wed, 3/4	
HHS afternoon and evening conferences; HJH afternoon conferences; K-12 half day for students	Thur, 3/5	
K-12 Half Day	Fri, 3/6	
Spring Break Begins	Fri, 3/27	
School Resumes	Mon, 4/6	
Memorial Day Holiday Begins	Fri, 5/22	
School Resumes	Tue, 5/26	
7-12 Half Days for Exams	Mon, 6/8	
K-12 Half Day; 7-12 Exams	Tue, 6/9	
K-12 Half Day; 7-12 Exams	Wed, 6/10	
Last Day of School	Wed, 6/10	
180 student days 183 work days		

2026-2027 Calendar

The bond calendar and Professional Development days are unknown and will require a Letter of Agreement

2026-2027	**School Calendar**	**Bond Calendar**
New Teacher Orientation	Thur, 8/13	
Teacher Leaders Workshop	Fri, 8/14	
Full Day PD: District Address AM, Building PD PM	Mon, 8/17	

Half Day PD / Half Day Work: Building PD AM	Tue, 8/18	
First Day of School	Wed, 8/19	
Labor Day Holiday Begins	Fri, 9/4	
School Resumes	Tue, 9/8	
Parent/Teacher Conferences	Week of 9/21	
HHS Evening conferences	Wed, 9/23	
HJH afternoon and evening conferences; HHS afternoon conferences; K-12 half day	Thur, 9/24	
K-12 Half Day	Fri, 9/25	
Fall Break Begins	Mon, 10/12	
School Resumes	Mon, 10/19	
Thanksgiving Holiday Begins	Wed, 11/25	
School Resumes	Mon, Nov 30	
Winter Holiday Begins	Mon, 12/21	
School Resumes	Mon, 1/4	
7-12 Half Days for Exams	Wed, 1/13	
7-12 Half Days for Exams	Thu, 1/14	
7-12 Half Days for Exams	Fri, 1/15	
No School	Mon, 1/18	
First day of second semester	Tue, 1/19	
Mid-Winter Break Begins	Fri, 2/12	
School Resumes	Tue, 2/16	
Parent/Teacher Conferences	Week of March 1st	
HJH evening conferences	Wed, 3/3	
HHS afternoon and evening conferences; HJH afternoon conferences; K-12 half day for students	Thur, 3/4	
K-12 Half Day	Fri, 3/5	
Spring Break Begins	Fri, 3/26	
School Resumes	Mon, 4/5	
Memorial Day Holiday Begins	Fri, 5/28	
School Resumes	Tue, 6/1	
7-12 Half Days for Exams	Mon, 6/7	
K-12 Half Day; 7-12 Exams	Tue, 6/8	
K-12 Half Day; 7-12 Exams	Wed, 6/9	
Last Day of School	Wed, 6/9	
180 student days 183 work days		

APPENDIX D: Letters of Agreement

Letter of Agreement

Between

Holt Public Schools

and

The Holt Educational Association/ICEA/MEA/NEA

Re: LCC Courses Taught at Holt Public Schools

During the bargaining for a new 2014 Master Agreement, the parties discussed the fact that "on-site, dual-enrollment" Lansing Community College (LCC) courses will be taught again during the 2014-2017, 2017-2022 school years. The parties have agreed to extend this Letter of Agreement for the 2024-2027 school years.
The goal for the Board and the Association is to have each such course taught by an HEA bargaining unit member. However, LCC's contract with the District provides that if an LCC course is not taught solely by an HEA bargaining unit member, then such a bargaining unit member shall be a functional part of the classroom at all times that such a course is being taught by an LCC instructor who is not an HEA bargaining unit member.

The assignment of an HEA member to an LCC course classroom during instructional hours shall be considered work time under the Master Agreement and shall count as two class periods toward the FTE of the HEA member for purposes of calculating salary and all benefits including insurance and leave days.
Agreed to and accepted by:

_____	_____
For Holt Public Schools	For the HEA/ICEA/MEA/NEA
_____	_____
Date	Date

Letter of Agreement
Between
Holt Public Schools
and
The Holt Education Association/ICEA/MEA/NEA

This Letter of Agreement reflects the discussion between parties related to the previously bargained 2024-2025 Dimondale Elementary "Bond" calendar, as well as concerns with the classroom temperatures in that building due to the earlier-than-normal start date. With a very tight timeline relating to asbestos abatement, an earlier-than-normal start date, the need for staff to get in buildings to ready their spaces for students, and the likelihood of higher than normal classroom temperatures, both parties agree to the following:

- The first instructional day with students will be Wednesday, August 7th.
- The Professional Development day scheduled on August 20th will be exchanged with August 6th (the previously bargained first instructional day with students).
- Tuesday, August 20th will be an instructional day at Dimondale Elementary ONLY.

Note: This calendar change is for the 2024-2025 Dimondale Elementary calendar ONLY, and no other school calendars will be affected.

2024-2025 Calendar

2024-2025	**School Calendar**	**Bond Calendar** (Dimondale)
New Teacher Orientation	Thur, 8/15	Thur, 8/15
Teacher Leaders Workshop	Fri, 8/16	Fri, 8/16
Full Day PD: District Address AM, Building PD PM (no students district-wide)	Mon, 8/19	Mon, 8/19
Half Day PD / Half Day Work: Building PD AM (no students district-wide)	Tue, 8/20	**Tue, 8/6**
First Day of School	Wed, 8/21	**Wed, 8/7**
PD Wednesday: Early Release (**Dimondale only**)		Wed, 8/14
PD Wednesday: Early Release	Wed, 8/28	Wed, 8/28
Labor Day Holiday Begins	Fri, 8/30	Fri, 8/30
School Resumes	Tue, 9/3	Tue, 9/3
PD Wednesday: Early Release	Wed, 9/4	Wed, 9/4
PD Wednesday: Early Release (IPD TK-6)	Wed, 9/11	Wed, 9/11
Parent/Teacher Conferences	Week of 9/23	Week of 9/23
HHS Evening conferences	Wed, 9/25	Wed, 9/25
HJH afternoon and evening conferences; HHS afternoon conferences; TK-12 half day	Thur, 9/26	Thur, 9/26
K-12 Half Day	Fri, 9/27	Fri, 9/27
PD Wednesday: Early Release	Wed, 10/9	Wed, 10/9
Fall Break Begins	Mon, 10/14	Mon, 10/14
School Resumes	Mon, 10/21	Tue, 10/15
PD Wednesday: Early Release	Wed, 10/23	Wed, 10/23
No School	Tue, 11/5	Tue, 11/5
PD Wednesday: Early Release	Wed, 11/6	Wed, 11/6
PD Wednesday: Early Release	Wed, 11/20	Wed, 11/20
Thanksgiving Holiday Begins	Wed, 11/27	Wed, 11/27

School Resumes	Mon, 12/2	Mon, 12/2
PD Wednesday: Early Release	Wed, 12/4	Wed, 12/4
PD Wednesday: Early Release	Wed, 12/11	Wed, 12/11
Winter Holiday Begins	Mon, 12/23	Mon, 12/23
School Resumes	Mon, 1/6	Mon, 1/6
PD Wednesday: Early Release	Wed, 1/8	Wed, 1/8
7-12 Half Days for Exams	Wed, 1/15	
7-12 Half Days for Exams	Thu, 1/16	
7-12 Half Days for Exams	Fri, 1/17	
No School	Mon, 1/20	Mon, 1/20
School Resumes	Tue, 1/21	Tue, 1/21
First day of second semester	Tue, 1/21	Tue, 1/21
PD Wednesday: Early Release	Wed, 1/22	Wed, 1/22
PD Wednesday: Early Release (IPD TK-6)	Wed, 2/5	Wed, 2/5
Mid-Winter Break Begins	Fri, 2/14	Fri, 2/14
School Resumes	Tue, 2/18	Tue, 2/18
PD Wednesday: Early Release	Wed, 2/19	Wed, 2/19
Parent/Teacher Conferences	Week of 3/3	Week of 3/3
HJH evening conferences	Wed, 3/5	Wed, 3/5
HHS afternoon and evening conferences; HJH afternoon conferences; TK-12 half day for students	Thur, 3/6	Thur, 3/6
K-12 Half Day	Fri, 3/7	Fri, 3/7
PD Wednesday: Early Release	Wed, 3/12	Wed, 3/12
PD Wednesday: Early Release	Wed, 3/19	Wed, 3/19
Spring Break Begins	Fri, 3/21	Fri, 3/21
School Resumes	Mon, 3/31	Mon, 3/31
PD Wednesday: Early Release	Wed, 4/2	Wed, 4/2
PD Wednesday: Early Release	Wed, 4/23	Wed, 4/23
PD Wednesday: Early Release	Wed, 5/7	Wed, 5/7
PD Wednesday: Early Release	Wed, 5/14	Wed, 5/14
Half Day (Dimondale only)		Wed, 5/21
Memorial Day Holiday Begins	Fri, 5/23	
School Resumes	Tue, 5/27	
PD Wednesday: Early Release	Wed, 5/28	
7-12 Half Days for Exams	Tues, 6/10	
K-12 Half Day; 7-12 Exams	Wed, 6/11	
K-12 Half Day; 7-12 Exams	Thurs, 6/12	
K-12 Half day; Last Day of School	Thurs, 6/12	Thurs, 5/22
180 student days 183 work days		

Agreed to and accepted by:

For Holt Public Schools

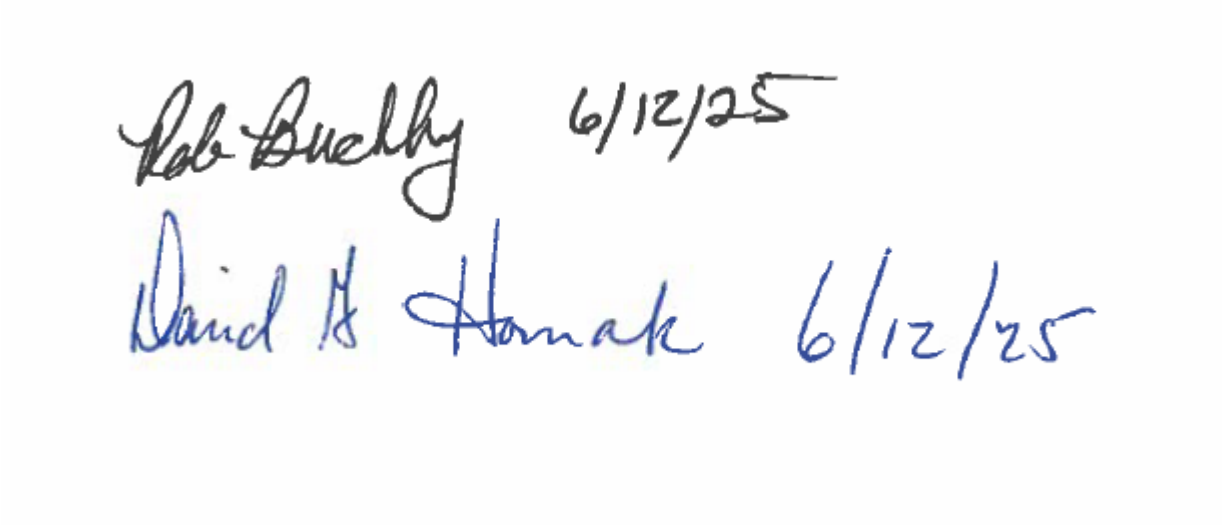
6/20/24
Date

For the HEA

6-20-24
Date

Thursday	**8/14**	**New Teacher Orientation**
Friday	8/15	Teacher Leaders Workshop
Monday	8/18	Full Day PD: District Address AM, Building PD PM
Tuesday	8/19	Half Day PD / Half Day Work: Building PD AM
Wednesday	8/20	First Day of School
Friday	8/29	Labor Day Holiday Begins
Tuesday	9/2	School Resumes
Wednesday	9/3	Early Release PD Wednesday
Wednesday	9/17	Early Release PD Wednesday; K-6 IPD
Week of 9/22		Parent/Teacher Conferences
Wednesday	9/24	HHS Evening conferences
Thursday	9/25	HJH afternoon and evening conferences; HHS afternoon conferences; K-12 half day
Friday	9/26	K-12 Half Day
Wednesday	10/8	Early Release PD Wednesday
Monday	10/13	Fall Break Begins
Monday	10/20	School Resumes
Wednesday	10/22	Early Release PD Wednesday
Wednesday	10/29	Early Release PD Wednesday
Wednesday	11/12	Early Release PD Wednesday
Wednesday	11/19	Early Release PD Wednesday
Wednesday	11/26	Thanksgiving Holiday Begins
Monday	12/1	School Resumes
Wednesday	12/3	Early Release PD Wednesday
Wednesday	12/17	Early Release PD Wednesday
Monday	12/22	Winter Holiday Begins
Monday	1/5	School Resumes
Wednesday	1/7	Early Release PD Wednesday
Wednesday	1/14	7-12 Half Days for Exams
Thursday	1/15	7-12 Half Days for Exams
Friday	1/16	7-12 Half Days for Exams
Monday	1/19	No School
Tuesday	1/20	First day of second semester
Wednesday	1/21	Early Release PD Wednesday
Wednesday	2/11	Early Release PD Wednesday; K-6 IPD
Friday	2/13	Mid-Winter Break Begins
Tuesday	2/17	School Resumes
Wednesday	2/25	Early Release PD Wednesday
Week of 3/2		Spring Conferences
Wednesday	3/4	HJH evening conferences
Thursday	3/5	HHS afternoon and evening conferences; HJH afternoon conferences; K-12 half day for students

Friday	3/6	K-12 Half Day
Wednesday	3/11	Early Release PD Wednesday
Wednesday	3/18	Early Release PD Wednesday
Friday	3/27	Spring Break Begins
Monday	4/6	School Resumes
Wednesday	4/8	Early Release PD Wednesday
Wednesday	4/22	Early Release PD Wednesday
Wednesday	5/13	Early Release PD Wednesday
Wednesday	5/20	Early Release PD Wednesday
Friday	5/22	Memorial Day Holiday Begins
Tuesday	5/26	School Resumes
Wednesday	5/27	Early Release PD Wednesday
Monday	6/8	7-12 Half Days for Exams
Tuesday	6/9	K-12 Half Day; 7-12 Exams
Wednesday	6/10	K-12 Half Day; 7-12 Exams
Wednesday	6/10	Last Day of School



Letter of Agreement
Between
Holt Public Schools
and
The Holt Education Association/ICEA/MEA/NEA

26-27 Professional Development Calendar

Thursday	8/13	New Teacher Orientation
Friday	8/14	Teacher Leaders Workshop
Monday	8/17	Full Day PD: District Address AM, Building PD PM
Tuesday	8/18	Half Day PD / Half Day Work: Building PD AM
Wednesday	8/19	First Day of School
Wednesday	8/26	Early Release PD Wednesday
Wednesday	9/2	Early Release PD Wednesday
Friday	9/4	Labor Day Holiday Begins
Tuesday	9/8	School Resumes
Wednesday	9/9	Early Release PD Wednesday
Wednesday	9/16	Early Release PD Wednesday; K-6 IPD
Wednesday	9/23	HHS Evening Conferences
Thursday	9/24	HJH afternoon and evening conferences; HHS afternoon conferences; K-12 half day
Friday	9/25	K-12 Half Day
Wednesday	9/30	Early Release PD Wednesday
Monday	10/12	Fall Break Begins
Monday	10/19	School Resumes
Wednesday	10/28	Early Release PD Wednesday
Wednesday	11/4	Early Release PD Wednesday
Wednesday	11/18	Early Release PD Wednesday
Wednesday	11/25	Thanksgiving Holiday Begins
Monday	11/30	School Resumes
Wednesday	12/2	Early Release PD Wednesday
Wednesday	12/16	Early Release PD Wednesday
Monday	12/21	Winter Holiday Begins
Monday	1/4	School Resumes
Wednesday	1/6	Early Release PD Wednesday
Wednesday	1/13	7-12 Half Days for Exams
Thursday	1/14	7-12 Half Days for Exams
Friday	1/15	7-12 Half Days for Exams
Monday	1/18	No School
Tuesday	1/19	First day of second semester
Wednesday	1/27	Early Release PD Wednesday
Wednesday	2/3	Early Release PD Wednesday

Friday	2/12	Mid-Winter Break Begins
Tuesday	2/16	School Resumes
Wednesday	2/24	Early Release PD Wednesday; K-6 IPD
Wednesday	3/3	HJH evening conferences
Thursday	3/4	HHS afternoon and evening conferences; HJH afternoon conferences; K-12 half day for students
Friday	3/5	K-12 Half Day
Wednesday	3/10	Early Release PD Wednesday
Wednesday	3/17	Early Release PD Wednesday
Friday	3/26	Spring Break Begins
Monday	4/5	School Resumes
Wednesday	4/21	Early Release PD Wednesday
Wednesday	5/5	Early Release PD Wednesday
Wednesday	5/19	Early Release PD Wednesday
Friday	5/28	Memorial Day Holiday Begins
Tuesday	6/1	School Resumes
Wednesday	6/2	Early Release PD Wednesday
Monday	6/7	7-12 Half Days for Exams
Tuesday	6/8	K-12 Half Day; 7-12 Exams
Wednesday	6/9	K-12 Half Day; 7-12 Exams
Wednesday	6/9	Last Day of School

Agreed to and accepted by:

For Holt Public Schools

6/12/26
Date

For the HEA

6/12/26
Date