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**OFFICE OF PROFESSIONAL NEGOTIATIONS**  
**Michigan Education Association**

*Livingston Co -*

**AGREEMENT**

between the  
**HOWELL PUBLIC**  
**SCHOOLS**

and the  
**HOWELL EDUCATION**  
**ASSOCIATION**

Covering the Period  
July 1, 1966 to June 30, 1967

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This agreement is hereby made this 1st day of July, 1966, by and between Howell Public Schools, Howell, Michigan (hereinafter referred to as the District) and the Howell Education Association (hereinafter referred to as the Association). This Agreement is made under the authority of and pursuant to Act 379 of the Michigan Public Acts of 1965.

By this Agreement the parties hereto, recognizing their mutual rights and obligations, seek to set forth the specific terms and conditions of employment of those teachers described below. Both parties acknowledge a primary purpose of this Agreement is to provide a high standard and quality of education for the children of the Howell School District.

All individual teachers contracts shall be made subject to the terms of this agreement.

# ARTICLE I

## RECOGNITION

A. The District hereby recognizes the Association as the exclusive bargaining representative, as defined in Section XI of Act 379, Public Acts of 1965. The Association is the representative and negotiating agent for the following professional employees of the Howell School District: all certified classroom teachers, special education, remedial reading, art and music teachers, librarians, counselors, and the school nurse. The superintendent, assistant superintendent, principals, assistant principals, director of guidance and substitute teachers are excluded. The term "teacher", when used hereinafter, shall refer to all employees represented by the Association in the bargaining unit as set forth above, and references to "teachers" shall include both male and female teachers.

B. The District agrees it will not negotiate with any other teachers' organization for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, as long as such adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given the opportunity to be present at such adjustment.

C. The parties further recognize and acknowledge that they are subject to all applicable laws of the state of Michigan and any amendments which may be enacted during the term of this Agreement. All parties or individuals affected by this Agreement retain all rights, interests and obligations provided by such statutes and have the right of recourse to whatever relief is available thereunder. Neither the District nor the Association shall discriminate against any teacher for the purpose of discouraging, depriving or coercing him in the lawful exercise of such rights and privileges.

D. Any teacher who is desirous of having membership dues or assessments of the Association (including National Education Association and the Michigan Education Association) deducted from his wages, may, within thirty (30) days of the start of the first semester of any year, sign and deliver to the District an assignment authorizing such deduction. First semester dues shall be withheld in five installments as nearly equal as possible. In the event a teacher starts after the beginning of the first semester the same opportunity shall be given to such teacher at the start of the second semester with deductions spread over three installments.

## ARTICLE II

### NEGOTIATION PROCEDURES

A. This Agreement expressly embodies all agreements written and oral between the District and the Association and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. Unless otherwise designated in this Agreement, any subject matter relating to wages, hours, or working conditions of teachers which does not fall within the category of "matters which were raised or could have been raised by either of the parties at the time of negotiations" shall upon the request of either party be subject to regular collective bargaining procedures.

No amendment or supplement to this Agreement shall be effective or valid for any purpose whatever unless set out in writing and signed by the District and the Association in the same formality as used in the execution of this Agreement.

If both parties agree, any subject matter contained in this Agreement may be reopened for negotiation during the term of the contract. Failure of either party to so agree shall not be the subject of any grievance, complaint, objection or charge by the other party.

B. Recognizing difficulties of scheduling and long range planning, on the part of the parties negotiations for a succeeding contract will commence no later than the second week of January of the year in which this Agreement expires, provided however, the parties may mutually agree on any other date for commencement of bargaining. It is acknowledged by the parties that such provision is for the purpose of the convenience of the parties and does not operate in derogation of any decision or rule of the State Labor Board.

C. In any negotiations each party shall be free to select its negotiating or bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the parties agree that all representatives selected by them shall be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such final ratification as above noted.

## ARTICLE III

### TEACHERS RIGHTS

Both parties recognize an obligation to protect the individual rights of teachers.

A. The parties agree, pursuant to Act 379 of the Public Acts of 1965, that every teacher included in this unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The parties further recognize that no teacher may be required to be a member of the Association provided however, that the Association is a duly recognized collective bargaining representative for all teachers.

B. The Association agrees to represent equally all teachers without regard to membership or participation in or association with the activities of, the Association or any other employee organization, and to continue to admit teachers to membership.

C. The parties further recognize and acknowledge that they are subject to all applicable laws of the State of Michigan and of the United States and that all parties or individuals affected by this Agreement retain all rights, interests and obligations provided by such statutes and continue to have the right or recourse to whatever relief is available thereunder. The parties further agree that they shall not discriminate against any teacher for the purpose of discouraging, depriving him of or coercing him in the lawful exercise of any such rights and privileges.

## ARTICLE IV

### SCHOOL FACILITIES AND DATA

A. Where specific consent has been obtained from the District, the Association may use facilities, equipment or services belonging to the school district.

B. The Association may be granted use of school facilities for meeting purposes subject to the existing policies and procedures as established by the District and no charge shall be made for such use.

C. Bulletin boards will be furnished and maintained in each teachers' lounge subject to reasonable use by the Association and teachers, consistent with professional standards.

D. Teacher mailboxes may be used by the Association and the teachers for transmittal of communications, provided that such use is reasonable and consistent with professional standards.

E. Upon reasonable request the District agrees to furnish to the Association available information relating to the financial resources of the district or such other information as is necessary for assisting the Association in intelligent, accurate, informed and constructive representation of the teachers or processing of any grievance or complaint.

F. The Association agrees to furnish to the District information which the parties jointly determine is necessary to enable the District to apply the terms of this Agreement, to formulate and establish policies, procedures or programs or process any grievance or complaint.

## ARTICLE V

### ADMINISTRATION RIGHTS

A. Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the District reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

B. All existing policies relating to employment, not inconsistent with or abrogated by this Agreement shall continue in full force and effect. The parties recognize the right of the District unilaterally to make reasonable changes in such policies not inconsistent with the terms of this Agreement. In the event that a change in any policy affecting wages, hours or terms and conditions of employment is contemplated the Association will be informed and given an opportunity to express its position. The District agrees to consider any expressed position of the Association or any recommended policies or policy changes relative to wages, hours, and terms and conditions of employment submitted by the Association.

### POLICY MANUALS

A. There shall be published and current manuals of policies and administrative rules and regulations. Such manuals shall be compiled prior to the beginning of the 1966-1967 school year.

B. Additions or revisions will be entered so as to keep such manuals current and the Association will immediately be furnished copies of any such change.

C. Copies shall be given to the Association and an additional copy shall be available in each building for the use of teachers.

## ARTICLE VI

### PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedules A and B, which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during this school year 1966-67.

B. Salaries of teachers will be paid every other Friday after the beginning of the school year. Teachers shall have the individual option of receiving their salaries in 19 or 26 pay periods.

C. Those extracurricular activities for which compensation is paid must be included in the individual teacher's contract.

D. Prorated deductions in salary may be made for intentional or repeated unexcused failure to observe the hours of employment.

E. In the event that the District shall request or agree to schedule negotiations or grievance conferences during regular school hours, such teachers whose attendance is appropriate shall be released upon proper request from regular duties for the necessary period of time and shall suffer no loss of salary.

F. Any teacher commencing service with the district for the first time shall be credited with previous years of teaching experience provided that not more than a maximum of five (5) years may be so credited and provided further that only the actual years of experience shall be credited. Such teacher shall be compensated in accordance with the salary schedule.

G. The existing insurance program providing for wage continuation in the case of disability shall be continued in effect.

## ARTICLE VII

### TEACHING CONDITIONS

It is acknowledge that the primary duty and responsibility of the teacher is to teach and that the organization of the school and school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

#### A. Class Size.

The parties recognize in general (excepting special large groups and experimental instruction classes) that a class size of 30 students per class is an ideal goal in the Howell School System. However, the parties further recognize that operational problems frequently make attainment of any such goal difficult. The District agrees to make every reasonable effort to continue and improve upon its policy of reduction of class size. In addition, the District will make every reasonable effort to level class size within grade levels.

#### B. Teaching Hours.

1. Elementary teachers shall be in their building thirty minutes before the beginning of the first class period of the school day and shall leave thirty minutes after the last class period of the school day. Elementary teachers shall be at their regular assigned place of duty or engaged in authorized teaching duties elsewhere fifteen minutes before the start of the first regularly scheduled class period .

2. Secondary teachers shall be in their building at their place of assignment or engaged in authorized teaching duties elsewhere fifteen minutes before the beginning of the first scheduled class period of the school day and may lave the building thirty minutes after the last regularly scheduled class period of the school day.

3. All teachers may leave the building fifteen minutes after the last class period of the school day for the following reasons:

- a. Meetings called by the school administration.

b. Meetings called by the Association, not to exceed four (4) in any one semester providing that if the Association wishes to secure the 15 minutes early release, the request must be submitted to the Superintendent 48 hours in advance of such meeting. The Superintendent shall not decline such request unless unusual problems of scheduling or operation would make such early release difficult and unmanageable for that day.

c. On the last day prior to beginning a vacation period.

d. Upon permission granted by the building principal.

4. High school teachers shall have a 50-minute uninterrupted duty-free lunch period. Elementary and junior high teachers shall have at least a 30-minute uninterrupted duty-free lunch period provided, however, that unanticipated problems and emergencies will justify temporary exception in the above specified duty-free lunch periods.

5. The District may institute reasonable and professional methods for teachers to indicate presence or absence from the school building.

6. Teachers are expected to fulfill their professional obligations by taking one continuing extracurricular duty in addition to their regular teaching duties. Such extracurricular duty will consist of working primarily with children and will normally occur during the daylight hours.

7. Teachers accept as their professional responsibility the attendance at P.T.A. meetings and other school-community or teacher-parent conferences; however, these meetings will normally be scheduled not to exceed a total of ten in any year.

### C. General Teaching Conditions.

1. Teaching duties should be limited to those areas directly connected with the learning process and the District agrees to investigate and implement whenever possible relief from non-teaching duties such as but not limited to: collecting money for lunch, milk, books, fees and other solicitations; initiating pupil record forms, chaperoning parties, non-class related trips and other social functions.

2. Teachers shall not be required to perform janitorial work.

3. Teachers shall not be required to drive school buses. In no event shall teachers drive school buses unless specific authorization is obtained from the principal or superintendent.

4. The District agrees to keep the school buildings and furniture clean and safely maintained at all times for the protection of children and teachers.

5. Any request for educational supplies shall be made on the first or third Wednesday of each month. Within nine days thereafter the teacher shall receive written notification from the Superintendent of the acceptance, rejection or status of such request. A request for educational supplies not forwarded by a principal may thereupon be brought to the attention of the Superintendent.

6. The District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time regarding the selection and use of such educational tools. The District agrees to maintain such educational equipment in reasonable condition.

7. Building or full staff meetings, not including curriculum meetings, shall not exceed a total of 15 hours per year beyond the regular school day. A reasonable attempt will be made to limit the duration of such meetings to one hour beyond the regular school day. No meeting shall extend longer than an additional one-half hour nor beyond 5:00 p.m. unless by mutual consent.

## ARTICLE VIII

### TEACHING ASSIGNMENTS

To assure fairness and guarantee full consideration of the individual teacher's interest, the following assignment procedures are provided:

A. Teachers will not be assigned outside their area of competence or scope of their teaching certificate, except in unusual, experimental, or emergency situations. This will be implemented by application of the North Central Association's standards for teaching personnel at all grade levels.

B. Teachers who are to be affected by a change in assignment in grade or subject matter or outside their area of competence or scope of certification shall be notified and given opportunity for consultation. Such assignment shall be only for the specific school year and shall not automatically be renewed in the succeeding year without following the initial procedures.

C. Where the necessity for such change is known prior to July 1, the teacher shall be notified and given opportunity for consultation as soon as possible and at least prior to July 1. A teacher who is involuntarily reassigned prior to July 1 shall upon request, prior to July 1, be released from any previous contractual obligation.

D. Where possible such assignment shall remain on a voluntary basis. Reasonable effort shall be made to avoid the assignment of probationary teachers outside their area of competence, certification or general teaching experience.

E. Teachers of the junior and senior high levels shall be assigned no more than two preparations wherever possible and in no instance shall exceed standards of the North Central Association. Teachers shall not be assigned more than five (5) teaching periods per day including supervising study halls.

F. Teachers will not be assigned outside their area of competence or scope of their teaching certificate except in unusual experimental or emergency situations. This will be implemented by application of recommended North Central Association standards for teaching personnel at all grade levels.

## ARTICLE IX

### VACANCIES AND PROMOTIONS

A. Whenever any vacancy in a position covered by this unit shall occur in the district, the District shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. Such notification and posting shall include a detail of job duties and the minimum qualification requirement. No vacancy shall be filled, except in a case of emergency, and then only on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for such vacancy provided he meets the minimum qualifications as published. In filling such vacancy, the District agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been employed in the school system of the district, and other relevant factors. After a selection has been made, those who are not successful, may, upon request, be granted a consultation with the superintendent regarding the basis of determination and selection.

C. Whenever any vacancy shall occur in an administrative position in the district, the District shall give written notice of such vacancy to the Association and post appropriate notice in each school building. Members of the unit will be given equal opportunity along with all other applicants to apply and be considered for such position. Selection shall be in the full and absolute discretion of the District and its decision shall not be subject to grievance under this contract.

D. Any requirement of posting of notice as set forth above shall not apply during the summer months and during that period of time posting in the General Administration Offices shall be sufficient.

## ARTICLE X

### TRANSFERS

A. Teachers wishing to transfer from one school to another school shall be given the opportunity to make such request and confer with the Superintendent. All factors presented by the teacher will be considered and the Superintendent shall act upon such request according to his judgment of the existing circumstances and operating requirements and the teacher shall be advised of the basis of any denial.

B. Any teacher promoted to a supervisory or executive position shall, upon return to teacher status, be entitled to a continuation of all rights and interests as he possessed at the time of such promotion and shall be credited with any increment in wage levels occurring during such period of time.

## ARTICLE XI

### LEAVES OF ABSENCE

In order to enable teachers to attend to the demands of personal, business and professional matters, the following types of leaves of absence are provided:

#### A. Leaves of Absence Without Pay

##### 1. Maternity Leave

- a. Notice of pregnancy shall be given the District prior to the fourth month of pregnancy.
- b. Maternity leave may be required after the fifth month of pregnancy.
- c. Such leaves shall extend for no longer than *three* months after birth or termination of pregnancy provided that the District and teacher may upon mutual agreement extend such period.
- d. Notice of intention to continue employment must be given within two months after birth or termination of pregnancy.
- e. If a teacher, due to maternity leave, shall have been employed less than full time during any school year, then she shall be given full salary increment credit only if she shall have been employed more than fifty per cent of the school year.

2. Association Business - Teachers who are officers of the Association shall be granted leaves of absence for performing duties of the Association upon reasonable advance notification and approval of the Superintendent.

3. Military Leave - Teachers who are inducted into the military service shall be granted leaves of absence during this period of induction. Upon re-employment he shall be entitled to all benefits and status in accordance with the laws of the United States and the State of Michigan.

4. General Leaves of Absence - Teachers may be extended general leaves of absence for a period up to one year upon approval of the District and may be extended an additional year upon mutual consent of both parties. Such leave might include but not be limited to: prolonged illness, personal family responsibilities, teaching assignments in foreign countries or areas of the United States, public service activities and other purposes considered by both parties as reasonable and desirable to improve the

morale and general teaching experience of Howell teachers.

## B. Leaves of Absence with Pay

1. Sick Leave - Each teacher shall receive ten (10) days per year sick leave accumulative to thirty (30) days. Sick leave shall be granted for personal illness in the immediate household family of a teacher provided there is a legitimate necessity for absence from work.

At the beginning of each school year, each teacher shall be furnished with a statement indicating the number of days of sick leave accumulated to that date.

2. Personal Leave - Up to two (2) days per year will be allowed each teacher for personal business. These days are to be used for business which the teacher can only care for on a school day and which does not result in additional pay for the teacher.

3. Immediate Family Death Leave - Up to five (5) days leave in the event of a death in the "immediate family" shall be allowed. "Immediate family" shall be deemed to include parent, husband, wife, child, mother or father-in-law, brother or sister.

4. In the event a teacher is called under subpoena to testify in any proceedings, before a court of law or Michigan State Tenure Commission, affecting the District, he shall be granted up to three (3) days leave with pay annually less any amounts received as witness fee. Upon completion of his testimony, the teacher shall report for duty.

5. Professional Leave days will be available each year to any teacher for the purpose of school visitation, attending education conferences, conventions and workshops provided such attendance and expenses incurred therein are approved by the Superintendent in advance.

6. Jury Duty - If any teacher is required to serve on a jury, he shall be granted leave and paid the difference between his pay for such jury service and the money he would have earned under this Agreement. Such payment during leave shall not extend beyond a thirty-day period. If the teacher is temporarily excused from jury service for a period of one full day or more, he shall report for employment during such periods. In the event a teacher is called by the Board to testify in any proceeding, he shall be granted leave with pay.

## ARTICLE XII

### EVALUATION OF PERFORMANCE

A. Observation of a teacher's performance shall be done in a professional manner.

B. Each teacher shall have the right upon request to review the contents of his own personnel file provided, however, that all letters of recommendation shall first be removed. A representative of the Association may accompany the teacher in such review if requested by the teacher.

C. In the event that a teacher is to be reprimanded, warned or disciplined for any infraction or delinquency in professional performance and such is to be reduced to writing and made part of his employee record, then and in such event the teacher shall be entitled to have present, upon his request, a representative of the Association.

D. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand, including adverse evaluation of teacher performance asserted by the District may be made subject to the grievance procedure.

E. The District shall make every reasonable effort to avoid having any teacher disciplined or reprimanded within sight or sound of a parent, student or another teacher.

F. In the event proceedings are initiated affecting a teacher's rights under tenure, upon written release of the involved teacher to the Superintendent, a full disclosure of the facts shall be made available to the HEA. If the Association discovers errors or additional facts a full disclosure shall be again made to the Superintendent. Tenure time limits must be met.

G. While acting in their professional capacity, teachers will not criticize the District, its board members or the administrative staff.

## ARTICLE XIII

### PROTECTION OF TEACHERS

The District recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires special attention, the District agrees to take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

A. Any case of assault upon a teacher shall be promptly reported to the District or its designated representative. The District will furnish legal counsel to advise the teacher of his rights and obligations with respect to such assault.

B. If any teacher is complained against or sued by reason of District approved disciplinary action taken by the teacher against the student, the District will provide all necessary assistance to the teacher in his defense.

C. If in the performance of regular or assigned teaching duties a teacher without negligence on his part shall suffer extraordinary damage or destruction of clothing or personal property, the District shall make reimbursement. The District may require subrogation assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss.

D. Any complaints by a parent or student directed toward a teacher which are reduced to writing and placed in the personnel record of the teacher shall be promptly called to the teacher's attention.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall not be individually liable for any damage or loss to person or property as a result of performing their duties in a District approved manner.

F. The District shall make a reasonable effort to assure teachers that adequate lunchroom, lavatory, and lounge facilities are available in each school building exclusively for use by teachers and other school employees. Smoking shall be permitted in the faculty lounges.

G. The District agrees to make every reasonable effort to assure that a telephone is available in each building which shall be for the private use of teachers in conducting their school business. No long distance calls shall be made on this telephone.

# ARTICLE XIV

## CURRICULUM AND IN-SERVICE EDUCATION

The District and the Association recognize the value of continuing study and improvement of the school instructional program.

A. Both parties agree to cooperate in an on-going study of teaching techniques, curriculum, textbook selection, curriculum guides for school grade levels and school subject areas, pupil testing procedures, local school district purposes and philosophy, and other areas of mutual concern.

B. Cooperative study committees shall be established under the direction of the Curriculum Coordinator and shall be composed of representatives of the Association and representatives of the District, which shall meet at regular times and places mutually agreed upon. Additional ad hoc committees may be established as necessary.

C. The cooperative committees shall jointly study and prepare recommendations regarding the school program for the District; however, the parties agree that the cooperative committees shall only act in an advisory, consultative, and factfinding capacity, and failure of the District to place any of its recommendations in effect shall not constitute the basis for a grievance.

D. College and university courses may be established and provided for teachers by the District upon request by the Association. Such courses shall be limited to areas of mutual concern to the District and the Association.

E. Building faculty meetings, department meetings, and/or system-wide meetings for the purpose of discussing curriculum will normally be limited to one hour after the regular school day.

F. The Curriculum Coordinator and the Association shall jointly establish released school time periods during the school year for the purpose of system-wide study of present and proposed curriculum practices.

## ARTICLE XV

### GRIEVANCE PROCEDURES

The purpose of the following grievance procedure is to provide a method for equitable settlement at the lowest possible administrative level those issues which may arise from time to time concerning the wages, hours, and working conditions of teachers under this Agreement.

#### A. Definitions.

1. A "grievance" is a complaint regarding any alleged violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the District relating to wages, hours or conditions of employment.

2. A "grievant" is any teacher, group of teachers or the Association who shall present a grievance under this procedure.

B. Procedure—Any teacher, group of teachers or the Association in its representative capacity believing that the basis for grievance exists as to any particular matter shall follow the procedures as listed below:

Step 1. The grievant shall attempt to resolve any grievance by informal conference or discussion with the appropriate building principal.

Step 2. In the event the grievance is not resolved at

Step 1, or if no decision has been rendered in five working days after presentation of the grievance, the grievant shall reduce the grievance to writing on the approved grievance form and submit such grievance to the Association's Grievance Committee. Within five days thereafter the Grievance Committee shall determine whether or not it will process said grievance on behalf of the teacher. If the Grievance Committee determines that it will not process such grievance, the individual grievant may continue without Association support. In the event that the Grievance Committee of the Association shall agree, with the consent of the individual teacher, to process any such grievance it shall maintain complete control and discretion over such grievance and any resolution or settlement thereof. It is recognized by the parties that regardless of the Association's willingness to process any such grievance, an individual teacher may retain the right upon his own determination to continue processing such grievance in his individual capacity.

Upon conclusion of the five-day period during which the matter is within the consideration of the Association Grievance Committee, the grievant shall immediately file such grievance, in writing upon the appropriate forms, with the particular building principal involved.

Step 3. The principal shall either resolve the matter or answer the grievant and Association in writing within five working days. The grievant shall either accept or reject the position stated by the principal within five working days and shall communicate such information in writing to the Superintendent.

During the period of time involved in this step of the grievance procedure the grievant and the principal are encouraged to continue informal discussion to seek solution.

Step 4. In the event the grievance is not resolved at Step 3 then it shall be referred to the Superintendent within five days after rejection at Step 3. At this step the grievant and the Superintendent shall meet to seek settlement and resolution of the grievance. This step shall not continue for longer than fourteen calendar days.

Step 5. If the grievance is not resolved at Step 4, it may, upon written request, be submitted to an impartial arbitration panel.

Said arbitration panel shall consist of three members selected or appointed as follows:

1. One to be appointed by the Dean of the College of Education, Michigan State University, from the staff of the College of Education, Michigan State University.
2. One to be appointed by the Probate Judge, Shiawassee County, provided such person shall not be a member of any school board or connected with the educational process.
3. One to be selected by agreement of the parties from among the ministers or pastors of the following Howell churches:
  - A. Baptist
  - B. Catholic
  - C. Episcopal
  - D. Lutheran
  - E. Methodist
  - F. Nazarene
  - G. Presbyterian

In the event the parties are unable to agree on any particular minister or pastor, then the other two members of the panel shall select such member from among the above designated churches.

#### C. Arbitration Proceedings.

1. The decision of the arbitration panel shall be in writing.

2. Any unanimous decision of the arbitration panel shall be final and binding on all parties. Any majority decision favoring the grievance shall be advisory.

3. The costs of such arbitration panel shall be borne equally by the parties.

#### D. Miscellaneous.

1. In addition to the above methods of settlement of grievances, any other alternative methods may be used which are mutually agreed upon between the parties.

2. All grievances must be filed within seven working days of the occurrence complained of or within seven working days of the date when such occurrences should reasonably have been known. Failure to file such grievance within the time limits specified shall constitute a waiver of such grievance. Appropriate forms for filing and processing grievances shall be as agreed upon between the parties hereto and such blank forms shall be deposited with the Grievance Committee of the Association.

3. Failure at any step of this procedure to communicate the decision on the grievance within the specific time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal the grievance to the next step within the specific time limit shall be deemed to be in acceptance of the decision rendered at that previous step.

4. The Grievance Committee shall be represented by not more than three members in any contact with the principal or the superintendent.

5. Any individual teacher acting as grievant may be represented at any stage of this grievance procedure by a person of his own choosing, except that he may not be represented by a representative or officer of any teacher organization other than the Association. When an individual grievant is not represented by the Association, the Association shall be given an opportunity to be present at any adjustment of such grievance.

## ARTICLE XVI

### SCHOOL YEAR

A. The school year shall be as set forth in Schedule C.

B. Teachers shall not be required to perform any duties during the following days:

1. Labor Day
2. Thursday and Friday of Thanksgiving weekend
3. Christmas vacation (including the days December 23 through January 1)
4. Good Friday—period of time school is not in session
5. Spring vacation (5 consecutive school days)

C. Teachers new to this school system will report three working days before the opening day of school. All other teachers shall report two days before the opening day of school.

D. One day preceding the end of the first semester and two days preceding the end of the second semester shall be scheduled as teacher work days for all elementary teachers and their presence at the school shall be required in accordance with the regular daily schedule. In addition, one day shall be scheduled for the purpose of correcting and recording achievement tests unless the District arranges for recording and scoring by another method. Two days preceding the end of the first semester and two days preceding the end of the second semester shall be scheduled as teacher work days for all junior high school and senior high school teachers and their presence at the school shall be required in accordance with the regular daily schedule.

## ARTICLE XVII

### MISCELLANEOUS

A. Any teacher wishing to be present in a school building after closing hours or on days school is not in session shall obtain permission from the principal or, in his absence, an appropriate member of the administration.

B. At the beginning of the school year the District shall provide medical services for the purpose of administering T.B. tests to all teachers. Any teacher failing to be present at such time must obtain such test at his own expense and provide the results to the District.

C. Each teacher, upon request by the District, shall submit to a general physical examination by a physician designated by the District. The cost of such examination shall be borne by the District.

D. The private and personal life of any teacher is not within the appropriate concern or attention of the District as long as it is consistent with the standards of the teaching profession and does not interfere with the satisfactory performance of their school duties.

E. No new teacher shall be hired unless he has a bachelor's degree and a teaching certificate, except on an emergency basis. Provided that, in no event shall a new teacher without a bachelor's degree and a teaching certificate be hired for more than one year.

Any teacher presently employed who does not possess at least a bachelor degree shall take six (6) semester hours each two years.

F. The District recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior and that the Association accepts a responsibility for dealing with the ethical problems arising under the Code of Ethics of the Education Profession.

G. This Agreement shall supercede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect.

H. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the District.

I. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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.

The provisions of this Agreement shall be effective on July 1, 1966, and shall continue in full force and effect until June 30, 1967.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 28th day of July, 1966.

#### HOWELL PUBLIC SCHOOLS

By Richard I. Slayton  
President - Howell School Board

By Kenneth Peckens  
Secretary - Howell School Board

#### HOWELL EDUCATION ASSOCIATION

By Bonnie Jean Anderson  
Its President

By Kathleen M. Benedict  
Its Secretary

## SCHEDULE A

Yearly Step	A	B	C
1	\$4,200	\$5,400	\$5,670
2	\$4,400	\$5,562	\$5,900
3	\$4,600	\$5,724	\$6,210
4	\$4,800	\$5,940	\$6,480
5	\$5,000	\$6,210	\$6,750
6	\$5,200	\$6,480	\$7,020
7	\$5,400	\$6,750	\$7,290
8	\$5,600	\$7,020	\$7,560
9	\$5,800	\$7,290	\$7,830
10		\$7,560	\$8,100
11		\$7,830	\$8,370

- A Teachers possessing no beachelor's or master's degree from a college or university.
- B Teachers possessing an earned Bachelor's Degree from a college or university.
- C Teachers possessing an earned Master's Degree from a college or university.

All teachers possessing 15 earned semester hours of college credit taken after attainment of their highest degree held shall receive an additional \$150 per year.

## SCHEDULE B

Additional professional service over and above the regular teaching assignment and regular school day shall be reimbursed at a percentage of the teacher's basis salary added to his basic salary for the following services. This schedule is not to obligate the school district to maintain or create such positions but is for the purpose of designating compensation if a teacher is so employed.

<i>Professional Service</i>	<i>Percentage of Salary Added to Basic Teacher Salary</i>
Athletic Director	10
Baseball	
Varsity Coach	6
Junior Varsity Coach	4
Basketball	
Varsity Coach	8
Junior Varsity Coach	6
Freshman Coach	4
7th and 8th Grade Traveling Coach	3
7th Grade Intra-mural Coach	3
Cheerleaders	
Senior High Sponsor	3
Junior High Sponsor	3
Cross Country Coach	5
Debating Coach	4
Drama Coach - each play	3
Football	
Varsity Coach	8
Assistant Varsity Coach	6
Junior Varsity Coach	5
Assistant Junior Varsity Coach	4
Freshman Coach	4
8th Grade Coach	3
7th Grade Coach	3

Girls Athletic Association	
Senior High Sponsor	4
Junior High Sponsor	4
Golf	
Varsity Coach	4
Junior Class Sponsor	3
Music	
Marching Band	6
Vocal Director	4
Senior Class Sponsor	2
Tennis	
Varsity Coach	4
Track	
Varsity Coach	6
Assistant Varsity Coach	4
Junior High Coach	4
Wrestling	
Varsity Coach	6
Yearbook	
Senior High Sponsor	3

# SCHEDULE C

## SCHOOL CALENDAR

Orientation .....	August 31 (New teachers only)
Staff Workshop .....	September 1 and 2
School Begins	
September 6 .....	(Kindergarten Group Conference)
September 7 .....	(Kindergarten Group Conference)
September 8 .....	(Kindergarten-Preparation Parent Conference)
State Instiutes .....	October 6 and 7
Thanksgiving Recess .....	November 24 and 25
Christmas Vacation .....	December 23 - January 3
End of First Semester .....	January 27
Spring Vacation .....	March 20 - March 24 (one week)
Memorial Day .....	May 30
Commencement .....	June 8
End of School Year .....	June 9 (1:00 p.m.)