Howell 8 1970-7/4/30/71

HOWELL PUBLIC SCHOOLS

MASTER CONTRACT 1970 - 1971

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PROFESSIONAL NEGOTIATIONS

1216 KONDALE E. LZNSING, MI

7/1/67-6/30/11

MASTER CONTRACT

1970 - 1971

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This Agreement is hereby made this 26th day of August, 1970 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, counsellors, 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 reference 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. Teachers may at any time sign and deliver to the District an assignment authorizing deduction of membership dues of the Association (including the National Education Association, Michigan Education Association and Howell Education Association). Such authorization shall continue in effect unless subsequent to June and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies, thereof, delivered to the Association and the District
- E. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of said teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

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. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiation for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by District. 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 the purpose of the convenience of the parties and does not operate in derogation or 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.
- D. The Superintendent, or his representative, and the principals and the Current H.E.A.P.N. Committee shall meet monthly to discuss the implementation of the local Agreement.

The meeting shall be held during the third week of each month. Each party shall submit to the other, agenda items no later than one week in advance of the meeting. Agenda items shall refer to the appropriate contract section and state in detail the nature of the problem. Special meetings may be called upon mutual consent.

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, provided; however, that the Association is a bargaining agent for 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 with 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, 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 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 teacher's lounge subject to reasonable use by the Association and teachers, consistent with professional standards. Any posting shall be signed by the person posting the material.
- D. Teacher mailboxes may be used by the Association and the teachers for transmittal of communication, provided that such use is reasonable and consistent with professional standards.
- E. The Association and the District agree to furnish each other available information which the parties jointly determine is necessary to enable either party to apply the terms of this Agreement; to formulate and establish policies, procedures, or programs; or process any grievance or complaint.
- F. The District will consider with the Association any new or modified fiscal, budgetary, or tax programs; construction programs; or major revisions of educational policy which are proposed or under consideration by the Board of Education, and the Association shall be given the opportunity to advise the District with respect to said matters prior to their adoption and/or general publication. The Association shall establish a steering committee to expedite such procedure, and with the Superintendent, may bring to the Board's attention, pertinent information secured as a result of this procedure.
- G. When a teacher's particular duties require the use of an exterior building key, such use may be granted upon request for a specific purpose. The teacher must schedule such use and shall be responsible for such key until the termination of the specific need.

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.

POLICY PROPOSAL - RULES - REGULATIONS

C. Recognizing that there comes a time when for various and sundry reason, the Board of Education and/or a teacher desires to cause a separation between the District and the teacher and vice versa, and

Recognizing that rules governing said separation are governed by the State Tenure Act, the District and the Association are bound by this Act.

- D. Employees reaching the age of 65 on or before last date of a fiscal school year are required to retire; however, an employee may be granted an exception to the age 65 requirement on a year to year basis subject to the following:
 - Provide the District Board of Education, upon request, a complete physical examination report at his or her own expense.
 - Approval for each additional year will be made by the Superintendent and is not subject to grievance.

POLICY MANUALS

- I. There shall be published a current manual of policies and administrative rules and regulations.
- II. 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.
- III. Copies shall be given to the Association and an additional copy shall be available in each building for the use of the 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 1970-71.
- B. Salaries of teachers will be paid every other Friday after the beginning of the school year. All teachers shall have the option of 26 or 21 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 shall be credited for previous years of teaching experience as follows: full credit for six years and one half year credit for each year over six to a maximum of eight years. Teachers with the equivalent of eight earned years as computed above shall be placed on step nine. Half steps may be allowed.

Any teacher who has duly certified credit for teaching under contract continuously for more than 45 days of a semester will be allowed one half step for that credit.

- G. The district shall provide up to \$30.00 per month for 12 months for all teachers who complete their full contract on one of the following programs:
 - 1. MEA Super Medical
 - Blue Cross Blue Shield (MVFI) with Master Medical
 - Employees not wishing health insurance will receive full-family dental care at a cost of \$11.69 per month as provided through MEA/Dental Care Incorporated Plan A
 - 4. MEA Super Medical options shall be available at teachers expense

Teachers who do not fullfill their contract shall receive up to \$30.00 per month for the time employed.

The existing insurance program providing for wage continuation in the case of disability shall be continued in effect except as affected by other provisions of this Agreement.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits should continue throughout the balance of the school year.

H. In the event a regular substitute is not available, all teachers will be personally requested to substitute by the building administrator. In the event that a secondary teacher is asked to substitute, the time will be picked from the four hours per year each secondary teacher listed as being available. These days and hours will be filed on a form at the beginning of each marking period.

Elementary and secondary teachers will receive substitute pay or compensatory time, as per their request on the proper form. This pay rate to be set by the current substitute rate per hour or per day. Compensatory time or substitute pay may be carried over to the following year. Compensatory time or substitute pay must be taken in whole days only, unless the teacher is leaving the employ of the school district.

I. Consistent with Section H above, when there is reason to dock a teacher's salary on an hourly basis, it shall be computed for each hour as two elevenths (2/11) of the earned daily pay which is computed by dividing the contract salary by one hundred ninety-five (195) days.

ARTICLE VII

PROFESSIONAL GROWTH

A. Both parties agree this area requires further investigation during 1970-71.

ARTICLE VIII

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the District. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Class Size

 Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following maximum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these maximums.

a.	Elementary	Optimum	Maximum
	Kindergarten	22	28
	First-Second Grade	22	28
	Third-Sixth Grade	25	30
ъ.	Secondary		
	English	25	30
	Social Studies	25	30
	General Education	25	30
	Mathematics	25	30
	Language	25	30
	Music	25	30
	Business	25	30
	Science	25	30
	Typing	25	30
	Industrial Arts	20	25

Drafting	20	25
Vocational Shops	20	25
Homemaking	20	25
Art	25	30
Physical Education	35	45
Study Hall-session	90	110

- c. Special Education
 Special classes for 10 15
 handicapped or
 mentally retarded
- d. The ratio of pupils to total teachers(excluding Librarians and Counselors) within the District shall not exceed 25 to 1.
- 2. In these instances where teachers who are assigned classes which exceed these maximum standards, a consultation between administration, HEA officers, and the teacher involved shall be required to establish appropriate alternatives. Where maximum standards within a particular building and grade level must exceed any of the above maximums, students will be equally distributed among the teachers assigned to that grade level.

B. Teaching Hours in School Day

1. Each school day for all elementary teachers shall commence at 8:30 a.m. and end at 3:45 p.m. Elementary teachers shall be at their regular assigned place of duty, or engaged in teaching duties 15 minutes before the first regularly scheduled period. Elementary teachers may use for preparation all times in which the classes are receiving instruction from their teaching specialists. The District recognizes the need for elementary teachers to have release or preparation time. Therefore, a committee consisting of three (3) administrators and three (3) H.E.A. members will be set up for the 1970-71 school year to evaluate ways to achieve this end. The first meeting shall be before October 15, 1970 and the final report shall be completed by March 31, 1971. Upon ratification of District and Association, implementation shall begin at the beginning of the school year 1971-72.

2. The school day for junior high teachers shall be as follows:

Morning session 7:30 a.m. to 1:00 p.m. Afternoon session 11:25 a.m. to 4:55 p.m. Each teacher will be assigned five (5) periods of instruction and one preparation period. Any teacher missing appointments with parents or staff meetings without prior excuse from the principal will be docked according to Article VI, Section I.

- 3. The school day for senior high teachers shall commence at 7:45 a.m. and end at 3:00 p.m. provided; however, that each senior high teacher shall regularly schedule one day each week and remain until 3:45 p.m. Such extension shall be for the purpose of student conference or other teaching duties normally carried out after the end of the students' regular school day and the building principal shall be specifically informed of the particular day each week that each teacher has scheduled for this purpose. Senior high teachers shall be in their building and at their place of assignment or engaged in authorized teaching duties elsewhere fifteen (15) minutes before the beginning of the first scheduled class period for the school day.
- 4. All junior and elementary teachers may leave the building within fifteen (15) 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, provided that if the Association wishes to secure the fifteen (15) minutes early release, request must be submitted to the Superintendent forty-eight (48) hours in advance of such meeting. Superintendent shall not decline such request unless unusual problems of scheduling and operation make such early release difficult and unmanageable for that day.
 - c. On the last days to beginning a vacation.
 - d. Upon permission given by the building principal.
- Teachers shall have a forty-five (45) minute uninterrupted duty-free lunch period. However, unanticipated

problems and emergencies will justify temporary exceptions in the above specified duty-free lunch periods.

- The District may institute reasonable and professional methods for teachers to indicate presence or absence from the school building.
- 7. Teachers are expected to fulfill their professional obligations by taking one continuing extra curricular duty assignment in addition to their regular teaching duties. Such extra curricular duty will consist of working primarily with children and normally occurring during the daylight hours.
- 8. Teachers are encouraged to support and to attend P.T.A. and P.T.O. meetings and other school-community affairs and accept as their professional responsibility the attendance of teacher-parent conferences; however, these meetings will normally be scheduled not to exceed a total of ten (10) in a year.
- 9. Parent-Teacher day time conferences shall not exceed the length of the regular school day and evening hours shall, in addition, be from 7:00 p.m. to 9:00 p.m.

C. General Teaching Conditions

 Teaching duties should be limited to those areas directly connected with the learning process and the District agrees to investigate and implement 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.

In order to evaluate the services of paraprofessionals for future years, the District agrees to run the pilot program for an additional year. This program will employ paraprofessionals where possible, who will be under the direct supervision of the principal, but will be assigned to various teacher groups or teaching areas. These para professional duties will include but not be limited to, inventory, duplicating, supplies, typing, general clerical and reports.

Evaluations will be turned in by teachers on both the program and personnel. (It is understood no para professional will be left in charge of a class.)

- Teachers shall not be required to perform janitorial work.
- 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. When a teacher shall have a pupil constituting a serious behavior problem, such shall be brought to the attention of the building principal. If a solution cannot be found a joint committee of administration and the Association will review the matter and make recommendations to the Superintendent.
- 5. The District agrees to keep the school buildings and furniture clean and safely maintained at all times for the protection of the children and the teachers.
- 6. 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 Business Manager 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.

In the spring of each year, each elementary teacher shall be responsible for ordering the next year's supplies for his room. Junior and senior high orders shall be made by department or room as appropriate. The Administration shall make adequate provision for all supplies, including teacher manuals and consumable workbooks for additional and expanded classes.

7. The District recognizes that appropriate texts, supplementary materials, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionaires, and similar materials are the tools of the teaching profession. A committee under the chairmanship of the Administrative Assistant shall be formed to consider this area.

This committee shall consist of the Administrative Assistant and two elementary teachers, one junior high teacher and one senior high teacher to be appointed by the Association. The Association and District may appoint ad hoc committees for special subject areas. The committee shall meet at least four times a year with the first meeting to be held before November 1, 1970. Any recommendations jointly agreed upon shall be submitted to the Superintendent.

- 8. The District agrees to maintain educational equipment in reasonable operating conditions.
- 9. Building or full staff meetings, not including departmental or grade-type meetings shall not exceed a total of twenty (20) 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.

The preparation of the agenda shall be the responsibility of department chairmen and administration and shall be posted forty-eight (48) hours before the called meeting.

ARTICLE IX

TEACHING ASSIGNMENTS

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

- A. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except by mutual consent. This shall be temporary and for good cause. The Association shall be so notified in each instance, along with written statement of reasons for such misassignment. Temporary shall be defined for purposes of this article as not to extend beyond the current year.
- B. Recognizing that new students will have to be added to classes and that scheduling data and conflicts may change some requirements, all teachers will be given a written statement of their assignment for the forth coming year, upon receipt by the principal by May 15th, of a letter of intent to return to Howell. This statement of assignment area will not be issued later than the last week of school.

Should a change in assignment be required or an emergency situation develop, teachers involved and the H.E.A. office will receive immediate notification.

- C. Preference for such assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but such assignments will be given to teachers regularly employed in the District.
- D. No elementary teacher shall be assigned two grades to teach at one time during the school year without mutual consent.
- E. Teachers of the junior and senior high level shall be assigned no more than three preparations. Teachers may volunteer for more preparations to continue their proposed course sequence. In no instance shall the number of preparations exceed the standards of the North Central Association: Teachers shall not be assigned more than five (5) teaching periods per day including supervising study halls.

 $$\operatorname{\textsc{The}}$$ administration shall alter selections of students to correspond.

ARTICLE X

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The District recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the District, one copy of which shall be filed with the Superintendent, and two copies returned to the teacher. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the District.
- B. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the person in charge of personnel shall promptly post notice of same on a bulletin board in each school building. The teachers may apply for the opening created during the school year, for the following year, within fifteen (15) days after posting. No teacher may apply for a transfer for any given vacancy and expect to be transferred during the year. Teachers will be transferred at the end of the school year if acceptable for the vacancy which occurs. They shall receive notification regarding the disposition of the application by June 30th. Any vacancy created during the school year is to be filled by qualified personnel as quickly as possible.

Vacancies shall be filled on the basis of the experiences, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job description. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. The district shall have the right to make transfers in case of emergency, to prevent undue disruption of the instructional program, and to utilize personnel to serve the students in the best possible manner. The Superintendent shall notify the affected teacher of the reasons for such transfer.

C. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

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. The granting of any leave shall be done with primary concern for the efficient operation of the educational process and to minimize the disadvantage to students caused by absence of their teacher.

- A. General Rules for Leave of Absence
- 1. The District shall furnish appropriate forms for requesting the various types of leave provided. Any teacher desiring leave must apply by use of such forms. Individual circumstances involving an emergency may justify and permit an exception to such application requirements provided that reasonable notice is given as soon as possible. Any application for leave shall indicate the type of leave requested, and length of proposed leave. Two copies of such application and disposition shall be provided to the teacher.
- 2. Different types of leave, other than valid sick leave, may not be combined consecutively. Leave shall not be granted for the purpose of extending holidays, weekends, or Christmas or spring vacation recesses. Leave requested for an otherwise valid purpose shall not be denied because of the unrelated occurrence of the above recessed periods. Any leave involving absence during the first or last week of school year shall be discouraged and except for sick leave, family death or funeral leave.
- 3. Recognizing problems of scheduling, efficient operation and welfare of both students and teachers, it is agreed that application for leave should be made within a reasonable period prior to such proposed leave. It is further recognized that certain emergency or unforeseen circumstances do not permit definite application and notice. Adequate notice shall not be less than forty-eight (48) hours. This notice should be regarded as minimal and all teachers are encouraged to give the earliest notice possible in any case.
- 4. The principal shall notify a teacher of the disposition of an application for leave within forty-eight (48) hours after receipt by the principal. Insofar as continuity is possible, the District shall apply the Leaves of Absence Provisions of this contract equally to all teachers.

B. 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 shall be required after the fifth month of pregnancy; however, upon mutual agreement of the teacher and the District,

an extension may be granted

(c) Such leave shall extend for no longer than three months after birth or termination of pregnancy; provided, however, such leave may not, in any case, be ended mid-semester but must be extended through the semester. The District and the teacher may upon mutual consent, extend or modify such periods.

(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 semester, then she shall be given one half year salary increment credit only if she shall have been employed more than fifty (50) per cent of the semester.

(f) At no time during the period said teacher is on maternity leave shall she be considered within the employ of the District for the purposes of serving the required probationary period under the Michigan Teacher Tenure Act.

2. Military Leave

(a) 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.

3. General Leaves of Absence

(a) 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 District for the purposes of serving the required probationary period under the Michigan Tenure Act.

C. Leaves of Absence with Pay

1. Sick Leave

(a) At the beginning of each school year each teacher shall be credited with a twelve (12) sick day allowance to include two personal business days. The sick days are to be used for the absences caused by personal illness or physical disability in the immediate household family of a teacher. The unused portion of such allowance shall accumulate from year to year to thirtysix (36) days. The District shall furnish a written statement at the beginning of each school year setting forth the total sick leave credit.

In the case of any teacher not completing the full year, sick leave shall be considered as earned at the rate of one day for each month or part thereof worked but in no case may exceed ten (10) days per year. Appropriate payroll deduction shall be made for the number of days of sick leave taken in excess of days earned.

In the event of critical illness in the immediate family, as defined in "Immediate Family Death Leave" the teacher may be granted up to thirty per cent (30%) of the then accumulated sick leave. Upon the request of the District medical certification may be required from the attending physician.

- Personal Leaves
 A personal business day may be used at the discretion of 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 fatherin-law, brother or sister or grandchild or grandparent.
- 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 will 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 differences 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.

7. Association Leave

Teacher who are officers of the Association, will be granted leaves of absences for performing duties of the Association. The Association agrees to pay for the substitutes salary. Leave will be based upon approval by the proper administrator. Not more than three (3) teachers will be released at one time.

8. Sabbatical Leave

A joint study committee of the MEA and administration will study the question of sabbitical leave and its implementation into the 1971-72 master agreement. This committee shall make its recommendations not later than March 31, 1971.

D. Teachers absent due to injury or illness covered by Workmens Compensation shall be paid the difference between Workmens Compensation benefits and their daily salary and this shall continue for the duration of their accumulated sick leave days. Each day's use of sick time shall be counted as use of one half day of accumulated sick leave regardless of the exact amount contributed by the District.

ARTICLE XII

EVALUATION OF PERFORMANCE

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year; within one month following the teacher's commencement of service, within three months after the teacher's commencement of service, not later than seventy days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once every year. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification from the Superintendent.
- 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 furnished a written copy of such document and shall be entitled to have present, upon his request, a representative of the Association. The teacher shall have an opportunity to file a response thereto, and said response shall become part of said file.
- D. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand, including unjust evaluation of teacher performance asserted by the District may be made subject to the grievance procedure.
- E. The District shall avoid having any teacher disciplined or reprimanded within sight or sound of a parent, student, or other 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 Association. If the Association discovers errors or additional facts, a full disclosure shall be made again to the Superintendent. Tenure time limits must be met.
- G. Evaluation shall be conducted by persons competent to evaluate at the particular grade level or ${f subject}$ matter involved.
- $\mbox{\rm H.}$ All evaluations of a probationary teacher shall be comprehensive and cover a substantial portion of the class period.

- I. A copy of the written evaluation shall be submitted to the teacher at the time of the personal interview within ten (10) days after the classroom visitation, and the teacher shall have the opportunity to review the evaluation report. The evaluation form used shall be mutually agreed upon by the Association and District.
- J. No later than April 4th, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent and may request a conference with the Superintendent. Any objection to final evaluation, submission of additional information or request for conference must be done within (2) weeks after the final evaluation has been received by the teacher.
- K. In the event a teacher leaves the employ of the District, the Administration may require a termination interview with the teacher before recommendations are forwarded.
- L. All personnel employed on Schedule B shall have a written evaluation at least once during the Schedule B activity and it shall be said employee's responsibility to request such evaluation in writing by his immediate supervisor. A copy shall be provided to the person evaluated. The supervisor shall pass this along proper channels to the Administrative Assistant in charge of that area for review and filing.

HOWELL PUBLIC SCHOOLS

TEACHER EVALUATION

Teacher	Grade_		Date			_School
Evaluat	ive Criteria			Satisfactory	Unsatisfactory	Additional Comments (if marked "unsatis- factory, it must be substantiated)
I. THE	TOTAL SCHOOL PROGRAM					
1. 2. 3. 4. 5. 6. 7. 8. 9.	cooperates with staff accepts responsibility to a follows through on assigned submits materials, records lesson plans neat, accura on time	staff d task and ate ar en nee consiste consiste consiste change with the consistency of	and ededent			
II. CLA	SSROOM ATMOSPHERE					
1. 2. 3. 4. 5. 6. 7. 8. 9.	classroom - well-managed . students - responsive to te househeeping	ds of to ir ds of d originated studential	students students students inality	3.		
		-23	_			

III. PROFESSIONALISM 1. follows Code of Ethics			Satisfactory	Unsatisfactory	Additional Comments (If marked "unsatisfactory" it must be substantiated)
2. makes use of admice or criticism. 3. enthusiastic towards education. 4. makes use of available compiled data and resource people. 5. contributes to good staff morale. 6. openminded toward educational inovations and experimentations. 7. willing to carry professionalism beyond school day. 8. professional in his dealings with students, staff and Administration. IV. PRINCIPAL'S COMMENTS AND RECOMMENDATION 1. Probationary Teachers: It is recommended that this teacher should: a. be given his annual re-appointment. b. be given a third year of probationary status. c. be elected to tenure. d. be denied tenure. e. additional comments: 2. Tenure Teachers: Because of his demonstration of continuous progress and his promise for continuous progress in teaching, it is recommended that: a. a continuing contract be issued.	III.	PROFESSIONALISM			
IV. PRINCIPAL'S COMMENTS AND RECOMMENDATION 1. Probationary Teachers: It is recommended that this teacher should: a. be given his annual re-appointment b. be given a third year of probationary status c. be elected to tenure d. be denied tenure e. additional comments: 2. Tenure Teachers: Because of his demonstration of continuous progress and his promise for continued success in teaching, it is recommended that: a. a continuing contract be issued		2. makes use of admice or criticism			
It is recommended that this teacher should: a. be given his annual re-appointment b. be given a third year of probation- ary status	IV.	PRINCIPAL'S COMMENTS AND RECOMMENDATION			
Because of his demonstration of continuous progress and his promise for continued success in teaching, it is recommended that: a. a continuing contract be issued		It is recommended that this teacher should: a. be given his annual re-appointment b. be given a third year of probation-ary status c. be elected to tenure d. be denied tenure			
		Because of his demonstration of continuous progress and his promise for continued success in teaching, it is recommended that: a. a continuing contract be issued			
Date Teacher Principal			_		2

The teachers signature indicates the report was received. It does not necessarily denote agreement with every factor of the evaluation.

Additional Comments By Principal and/or Teacher

	4		
1			
		,	

HOWELL PUBLIC SCHOOLS

TEACHER EVALUATION CHECK LIST

I. THE TOTAL SCHOOL PROGRAM

- 1. Gets along Handles well Personality Conflicts Willing to help other teachers in a constructive way Does not particularly associate with other members of staff Shown propriety in conducting relationships with fellow teachers and administration
- Shares duties 2. Fulfills committee work Participates in staff meeting
- 7. Attends: Daily Classroom School functions Staff Meetings Etc.
- 8. a) Speaks up
 - b) Shows concern for things not being carried out
 - c) Shows interest in improvement of total program
 - d) Is willing to work on committees and school sponsored activities
 - e) Initiates suggestions and new ideas to the appropriate personnel
- 9. a) Able to understand both points of view
 - b) Treats all personnel fairly and equally
- a) Establishes communication 11.
 - Increases communication b)
 - c) Is tolerant of parent's expectations and needs
 - d) Shows positive techniques with parents

II. CLASSROOM ATMOSPHERE

- a) Displays achievable goals
 - b) Shows organization
 - c) Has rapport with students
 - d) Uses available material in building, school system, and community

7. a) Students attentive

b) Students respond well to directions and questions

c) Students show rapport

- d) Students appear interested and challenged
- 4. a) Gives precise, clear and appropriate directions
 - b) Determines students academic level and progresses forward
 - c) Provides appropriate and plentiful material
- 5. a) Sets good example for students by displaying self-discipline
 - b) Children are respectful of rights of others
- 8. a) Permits in appropriate situations students participation in planning and evaluating work
 - b) Purposeful activity to stimulate creativity

THE CODE OF ETHICS OF THE EDUCATION PROFESSION Adopted by the N.E.A. Representative Assembly Dallas, Texas July, 1968

PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator ---

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.

Shall not deliberately suppress or distort subject matter for which

he bears responsibility.

- 3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- Shall conduct professional business in such a way that he does not expose the student to unneccessary embarrassment or disparagement.
- Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
- Shall not use professional relationships with students for private advantage.
- 7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- 8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II

COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies in the public.

- In fulfilling his obligation to the public, the educator ---
- Shall not misrepresent an institution or organization with which he
 is affiliated, and shall take adequate precautions to distinguish
 between his personal and institution or organizational views.
- 2. Shall not knowlingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- 4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
- 5. Shall accept not gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advance.

PRINCIPLE III

COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to this support, planning, and programs of professional organizations.

- In fulfilling his obligation to the profession, the educator—1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
- Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
- 3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
- 4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclusure serves professional purposes.
- 5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
- 6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

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 permanent 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.

H. The District agrees to establish a joint committee with the Association composed of three Association members and three Administration members for the purpose of studying disciplinary policy relating to students. This committee shall meet no later than October 15, of each year and shall present recommendations and findings to the Superintendent for his consideration no later than February 28, of each year.

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, such studies should be initiated thru the Curriculum Council.
- B. Cooperative study committees shall be established under the direction of the Curriculum Council which shall be composed of representatives of the Association and representatives of the District as established by the Curriculum constitution.
- C. The standing committees shall study and prepare recommendations regarding the school program for the District; the parties agree that the standing committees shall only act in an advisory, consultative, and factfinding capacity. The Curriculum Council will study the results of these committees and make recommendations.
- 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 Council shall in addition to its regular functions operate as a steering committee to assist in planning, direction and continuity of system-wide curriculum workshops.

To this end a system-wide curriculum workshop may be scheduled in the fall and winter. Preparatory meetings shall be held for the purpose of planning for each workshop. The appropriate members of the committees shall be responsible for the presentation and implementation of their particular workshop session. Such persons shall be responsible for the follow up to assure that the results and directions achieved in the workshops are carried out in the "grass roots" committees. Full reports of the workshops shall be made by the appropriate leader and evaluation made following each workshop.

Each committee chairman shall keep a notebook covering the particular activities in his area that year and it shall contain concise statements of the initial aims of the committee, results of the workshops, the "grass roots" implementation, an evaluation of the attainments during the year and suggested guidelines for that committee during the next year.

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

- 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.
- A "grievant" is any teacher, group of teachers or the Association who shall present a grievance under this procedure.
- The term "days" when used in this Article shall mean teacher work days. During summer recess such term shall mean "week days".
- 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 on the following page:

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 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 discreation 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 days. The grievant shall either accept or reject the position stated by the principal within five 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.

The processing of any grievance pertaining to general District-wide policies, rules, regulations or administrative directives may be subject to the following procedure in lieu of that specified above at Step 3..

Within five days after such a grievance has been processed through Step2, the Superintendent, may, upon a written notice to the grievant or the Association, cause the grievant or the Association, cause the grievance to be processed directly at Step 4.

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 eleven days.

Within five days after the grievance is submitted to the Superintendent, the chairman of the Association Grievance Committee shall contact the Superintendent and set up a conference at a time mutually acceptable to both parties.

Step 5. If the grievance is not resolved at Step 4, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within five days after grievance have been processed through Step 4. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.

Step 6. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared 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 days of the occurrence complained of or within seven days of the date when said occurrence should reasonably have been known. Failure to file such a grievance within the time limit specified shall constitute 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 Association Grievance Committee.
- 3. Failure at any step of this procedure to communicate the decision of 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 Association Grievance Committee shall be represented by not more than three members in any contact with the principal or Superintendent.
- 5. When the grievance is settled at any time after it has originally been reduced to writing, the parties shall have five days to conclude a written settlement on the grievance form. One copy will be given to the Superintendent and two copies will be given to the Association Grievance Committee.
- Step 6. 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.
- Step 7. In the event that a principal, for a particular building, is unavailable for the purpose of processing a grievance, the Superintendent, upon the written request of the Association shall in writing appoint a substitute to act at appropriate steps of this grievance procedure. Appropriate time limitation shall commence upon such notification by the Superintendent.
- Step 8. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reinbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE XVI

SCHOOL YEAR

The school year shall be as set forth in the school calendar Schedule C attached hereto and made a part hereof.

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 school duties.
- E. No new teacher shall be hired unless he has a bachelor's degree and 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. A teacher failing to take six (6) semester hours each two years shall continue to be compensated at no greater salary for any succeeding year until qualified.

Any teacher upon achieving the necessary requirements for advancement on the salary schedule, such as: non-degree to B.A., B.A. + 15, B.A. to M.A., M.A. to M.A. + 15 shall be placed on the appropriate step of the salary schedule according to years of experience within 30 days after the beginning of either semester that verification is received by the District.

- 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 provided at the expense of the District and presented to all teachers now employed or hereafter employed by the District. Twenty-five (25) additional copies will be provided to the Association.
- I. The teachers in any department in the senior high school shall each year select from among their members a department chairman for the succeding school year no later than the elementary semester break. The department chairman shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the school administration. Any teacher selected as a department chairman shall be assigned one less class per day at the high school.

The District agrees to have the Association select grade level chairman, K-6. These chairman will be given released time to the extent of one half (1/2) day per month, not to exceed eight (8) one half days. Arrangements are to be made through the building principal for released time at least one week in advance.

ARTICLE XVIII

SUPERVISORY AND STUDENT TEACHERS

Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of Bachelor's Degree in academic preparation, continuing certification and three year's teaching experience, who voluntarily accept the assignment and they shall be known as "supervisory teachers". The parties recognize that "supervisory teachers" are not supervisory teachers under Public Act 379 of 1965.

Supervisory Teachers shall work directly with the University program co-ordinator, assist in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.

The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.

The Board agrees to provide intern teachers with a copy of the most recent accrediting report, texts, guides, building policies, and a copy of this Agreement to assist them during this period.

Monies, when made available to the District by the placing university, shall be administered by a joint committee composed of supervisory teachers and a like number of administrators in a manner determined by the majority of the committee. The following areas of appropriate expenditure are suggested: In-service training programs, released time for permanent staff, and materials and equipment.

The supervisory teacher shall file a written report and evaluation with the university co-ordinator and the Administration with a copy to the intern teacher each four weeks.

In no way shall this article conflict with university rules and regulations. A committee of three HEA members and three administrators shall be formed to write local policy under which all supervisory teachers shall operate.

ARTICLE XIX

SEVERABILITY

If any provisions 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. In such event, the subject matter shall be negotiated by the parties for the purpose of reaching appropriate legal language.

The provisions of this Agreement shall be effective on July 1, 1967, and shall continue in full force and effect until June 30, 1971.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals

HOWELL PUBLIC SCHOOLS

BOARD OF EDUCATION

By:

, Its President

By:

HOWELL EDUCATION ASSOCIATION

By:

, Its President

By:

, Its Secretary

HOWELL EDUCATION ASSOCIATION

By:

, Its Secretary

SCHEDULE A

Step						B.A						$\underline{M.A}$.
1.						\$ 7,50	0.					\$ 7,725
2.						. 7,87	5 .					. 8,100
3.						. 8,25	0.					. 8,550
4.						. 8,62	5 .					. 8,925
5.						. 9,00	0.					. 9,395
6.						. 9,45	0.					. 9,825
7.						. 9,82	5 .					.10,350
8.						.10,27	5 .					.10,875
9.						.10,72	5 .					.11,400
10.						.11,17	5 .					.11,825
11.												.12,400

- B.A. Teachers possessing an earned Bachelor's degree (B.A. or B.S. or other) from a college or university.
- M.A. Teachers possessing an earned Master's degree from a college or university.

All teachers possessing 15 earned semester hours of college or university credit taken after attainment of 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 basic 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.

"Schedule B percentages will be paid proportionately to the accredited experience in the <u>area</u> as listed in the basic teacher's salary schedule". Different sports would be considered separate areas.

All personnel on Schedule B will have written notification sixty (60) days prior to the end of the school year that they will be relieved of their positions. Failure to so notify shall mean the teacher is quaranteed employment in that position the following year.

In order to maintain a continuity of effort a teacher on Schedule B, if recommended by his principal and/or immediate supervisor, will be notifed in writing that he may be placed on the Schedule B for the up coming school year. Such notice shall be given within fifteen (15) days after the Schedule B active is over.

Percentage of Salary

Added to Basic Professional Service Teacher Salary Audio Visual Library Baseball Basketball Cheerleaders

Football										
All High School Assistants	80	Fr	es	shm	an.				.8	
Junior High Coach 8th									.5	
7th Grade Flag										
Girls Athletic Association										
Senior High Sponsor									. 4	
Junior High Sponsor										
Golf		9	-			-				
Varsity Coach									.6	
Junior Class Sponsor										
Senior Class Sponsor										
Music			•						• ~	
Marching Band									6	
Vocal Director										
Tennis									.)	
Varsity Coach									6	
Track									.0	
									0	
Varsity Coach										
All High School Assistants										
Junior High 7-8th									. 4	
Wrestling									7.0	
Varsity Coach										
Junior High Coach									. (
Yearbook									1	
Senior High Sponsor										
Junior HIgh Sponsor										
Shop Equipment Maintenance,										
Safety Patrol										
Service Squad Elementary									.2	

Procedure for payment of Schedule B will be mutually agreed upon by District and Association on or before the second pay of September.

EXTRA SERVICE PAY SCHEDULE

Driv	rer Ed	lucation	n Teacher			٠			\$6.00	per	hr.
Cert	ified	l Adult	Education						\$6.00	per	hr.

SCHEDULE C

JOINT COMMITTEES

JOINT NEGOTIATION COMMITTEE

Article II-D

Purpose: Monthly meeting to discuss implementation of

the local Agreement.

Membership: Administration and H.E.A. Professional Negotiation

Committee.

POLICIES AND PROGRAMS

Article IV-F

Purpose: Discuss new programs and policies.

Membership: Superintendent and three H.E.A. members. Schedule:

Meetings as circumstances require.

SUPPLIES AND EQUIPMENT

Schedule:

Article VIII C7

Purpose: Evaluate the needs in the areas of adequate

supplies and equipment.

Membership: Administrative assistants and two elementary.

one junior high and one senior high teacher.

At least four times a year, first meeting

before November 1.

DISCIPLINE

Article XIII H

Purpose: Study disciplinary policy relating to students. Membership: Three administration and three H.E.A. members. Schedule: First meeting by October 15, recommendations

by February 28.

SABBATICAL LEAVE

Article XI C8

Purpose: Develop a sabbatical leave provision.

Membership: Administration and H.E.A.

Schedule: Recommendations by March 31, 1971.

ELEMENTARY PREPARATION TIME

Article VIII Bl

Purpose: Provide for elementary preparation times to be

implemented in 1971-72 school year.

Membership: Three (3) H.E.A. members and three administrators.

Schedule: Meet before October 15, 1970 and recommendation

no later than March 31, 1971.

SCHOOL CALENDAR

AUGUST

27th New Teachers, Orientation

31st Old and New Teachers, Orientation

SEPTEMBER

1st All Classes Start
7th Labor Day - No school

7th Labor Day - No school 8th All Classes Resume

OCTOBER

22nd End 1st Unit - Secondary

22nd P.T.C., Kindergarten, A.M. Only

22nd P.T.C., K-6, 7:00-9:00 P.M. 23rd Workshop Day - Secondary

All Elementary, P.T.C. 26th Begin 2nd Unit - Secondary

NOVEMBER

25th Half Day, Counts Membership K-12

26th Thanksgiving 27th Vacation

DECEMBED

15th End 2nd Unit - Secondary

16th Workshop Day - K-12

24th-31st Christmas Recess

JANUARY

lst Vacation

4th School Starts

22nd End Semester - Elementary Workday and

Secondary Inservice

FEBRUARY

15th End 3rd Unit - Secondary

16th Workshop Day - Secondary and

Elementary Inservice

MARCH

APRIL

8th End 4th Unit - Secondary

9th 1/2 Workday, K-12 - A.M.

11th-18th Spring Recess

MAY

7th orl4th Workday - Secondary, Signup for

Ungraded Placement, Elementary

31st Memorial Day

JUNE

9th School Ends

10th Graduation - Records Day

11th Records Day