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**HOWELL
PUBLIC SCHOOLS**

Howell Public Schools

MASTER CONTRACT

1971 - 1972

7/1/71-6/30/72

*MEA
1216 Kendall
E. Lansing, MI
48823*

MASTER CONTRACT

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TABLE OF CONTENTS

Article	Subject	Page Number
	Agreement	1
I	Recognition	2
II	Negotiation Procedures	4
III	Teachers Rights	6
IV	School Facilities and Data	7
V	Administration Rights	8
VI	Professional Compensation	9
VII	Professional Growth	11
VIII	Teaching Conditions	12
IX	Teaching Assignments	17
X	Vacancies, Promotions, and Transfers	18
XI	Leaves of Absence	19
XII	Evaluation of Performance	26
XIII	Protection of Teachers	36
XIV	Curriculum and In-Service Education	37
XV	Grievance Procedures	38
XVI	School Year	42
XVII	Miscellaneous	42
XVIII	Supervisory and Student Teachers	44
XIX	Reduction in Personnel	45
XX	Severability	47
	Schedule A	48
	Schedule B	49
	Schedule C	51
	School Calendar	52

This Agreement is hereby made this 22nd day of September, 1971 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 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 sign at the required times and deliver to the District an assignment authorizing deduction of membership dues and/or an equal amount to be paid to 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.

F. This section shall become effective in 1972-73 school year so that staff may be properly aware of its contents. Any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of teaching duties, shall as a condition of employment pay a fee to the Association, an amount equal to membership dues payable to the Association, the M.E.A. and N.E.A., provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph D of this article. The treasurer of the Association and the districts business manager will prepare a joint listing of teachers showing the status of their payments and membership for the district. In the event that a teacher shall not pay such fee within 30 additional days, directly to the Association or authorize payment through payroll deductions, as provided in paragraph D, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

The Association will send written notice to all full time teachers that they have an obligation to tender dues or service charges, the reasonable date for such obligation to be fulfilled, the amount of this obligation, and indicate whether this is to be payroll deduction or to be paid in full directly to the Association. The Association agrees that when properly notified by the District that a teacher has not fulfilled this obligation the Association will by order of the contract follow through with requesting said teachers termination of employment from the District. Employment of teachers who have not fulfilled this obligation will continue no longer than 60 days after September 1.

All teachers who are employed on a one-half time basis or less for the District shall be excluded from the provisions of F of this Article I.

Full-time teachers hired during the school year shall be required, as a condition of employment, to tender only the remaining monthly installment membership dues due to the end of the year. Such pro ratum shall be based on a maximum of ten (10) months for the school year. (Within a month, it is the majority of the days left that shall govern.)

If any court of competent jurisdiction or governmental administrative agency holds that an "agency shop" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State

law, or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), those illegal portions of this section shall be null and void, and the Association shall reimburse all teachers who have been required to pay the service charge, provided, such teachers must request the Association for reimbursement within thirty (30) days of such court, administrative agency, or legislative decision or action.

The Association agrees that if any employee who is not a member of the Association shall institute legal proceedings against the District, the Association shall hold the District harmless of any responsibility incurred by such court decision regarding "agency shop", provided that the damages have not resulted in negligence, misfeasance and/or malfeasance of the District or its agents.

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 negotiations 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 sixth (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 associated 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 right 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:

1. Provide the District Board of Education, upon request, a complete physical examination report at his or her own expense.
2. 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 1971-72.

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. The District will grant up to five years credit for documented vocational experience to a maximum of eight years total experience.

G. The District shall provide without cost to the employees complete health care protection for a full twelve (12) month period (September 1 through August 31) for the employee's entire family through one of the following programs:

1. MEA Super Med
2. Blue Cross Blue Shield (MVFI) with Master Medical
3. Employees not wishing health insurance will receive full family dental care as provided through MESSA Dental Care Program, Plan A.

MEA Super Med options shall be available at teachers expense.

Teachers who do not fulfill their contract shall receive full family coverage for the time employed.

In the event that an employee is absent because of illness or injury, and has exhausted sick leave accrual, the above mentioned fringe benefits should continue throughout the balance of the twelve (12) month period.

Teachers on partial contract will receive an equal percentage of the benefits of a full contract.

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.

Compensatory time shall be earned at the rate of five and one half (5 1/2) classroom hours in the junior and senior high schools. The elementary school equivalent shall be three-hundred (300) minutes including Art, Music, Library and (Physical Education, if and when such a position exists). The administration and teachers are responsible for maintaining accurate records.

In the event that an elementary teacher takes another teachers class in addition to his own, he shall earn compensatory time for one-half (1/2) of the time involved. If a teacher shall leave the District he shall be compensated for any unused compensatory time less than a full day and such payment shall be at the equivalent rate of the substitute teachers pay. The failure to request or arrange for any other compensatory time shall not obligate the District in any respect for compensation except in the case of a teacher who completes a compensatory day after June 1 of a particular year.

Compensatory time leave is not to be interpreted as a personal leave day. Compensatory time leave may not be taken during the last day of a unit for secondary and the last week of a semester for elementary.

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 eleventh (2/11) of the earned daily pay which is computed by dividing the contract salary by one hundred ninety-four (194) days.

ARTICLE VII

PROFESSIONAL GROWTH

A. Both parties agree this area requires further investigation during 1971-72.

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

1. 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

- b. Teachers at the junior and senior high levels will be limited to no more than 150 students and no more than 35 per class per day in assignment. No class size limit will be expected, however, should a teacher have a concern about class size, the building representative and principal will sit down with the teacher and discuss the class size in relationship to the subject being taught. Adjustments in class size will be made as a result of this meeting. Should the teacher not agree with the principal's recommendation the normal grievance procedure shall be followed.

In no case shall the number of students exceed the number of work stations in the room. The number of work stations shall be such as to not endanger the health and safety of the student.

Exceptions to the above are listed below:

	Optimum	Maximum
1. Physical Education	35	45
2. Study Hall	90	110
3. Teachers on a partial contract will be expected to share a proportionate partial load.		
4. Noon supervisors shall be equated at 35 students for the noon hour.		
c. Special Education		
Special classes for handicapped or mentally retarded	Optimum 10	Maximum 15
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, H.E.A. officers, and the teacher involved shall be required to establish appropriate alternatives. This consultation shall be held within two weeks when more than the maximum has been reached and shall be subject to the grievance procedure. 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.

3. The Association will not grieve adherence to this article unless or until the Association sees the probability that the Board can reasonably conform to the article.

B. Teaching Hours in School Day

1. Each school day for K-4 elementary teachers shall commence at 8:20 a.m. and end at 3:45 p.m. All K-4 elementary teachers shall be assigned preparatory time from 8:20 a.m. until 9:05 a.m. All K-4 elementary teachers shall be at their regular assigned place of duty or engaged in teaching duties from 9:05 a.m. to the beginning of the first regularly scheduled period at 9:10 a.m. K-4 elementary teachers may use for preparation all times in which classes are receiving instruction from teaching specialists. The teachers shall have a 45 minute duty free lunch period.

2. Each school day for 5-6 elementary teachers shall commence at 8:30 a.m. and end at 3:30 p.m. All 5-6 elementary teachers shall be assigned preparatory time from 8:30 a.m. until 9:05 a.m. All 5-6 elementary teachers shall be at their regular assigned place of duty or engaged in teaching duties from 9:05 a.m. to the beginning of the first regularly scheduled period at 9:10 a.m. Fifth-sixth elementary teachers may use for preparation all times in which classes are receiving instruction from teaching specialists. The teacher shall have a 30 minute duty free lunch period.

3. Seventh, eighth and ninth grade junior high teachers shall commence at 7:45 a.m. and end at 2:45 p.m. Each junior high school teacher shall regularly schedule one day each week and remain for one extra half hour. Such extension shall be for the purpose of student conference and other teaching duties normally carried out other than during the teaching day and the building principal shall be specifically informed of the particular day each week that each teacher has scheduled for this purpose. Junior high teachers shall be in their building 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 day. Junior high teachers will have one-half (1/2) hour for lunch.

4. The school day for the senior high school teachers shall commence at 7:45 a.m. and end at 2:45 p.m. provided, however, that each senior high school teacher shall regularly schedule one day each week and remain until 3:30 p.m. Such extension shall be for the purpose of student conference and 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 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 day. Senior high teachers will have one-half (1/2) hour for lunch.

5. 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.

6. Teachers have an uninterrupted one-half (1/2) hour duty free lunch period, however, unanticipated problems and emergencies will justify temporary exceptions in the above specified duty free lunch periods. In said cases of emergency the building representative will be notified immediately.

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

8. Teachers are expected to fulfill their professional obligations by taking one continuing extra curricular duty assignment not listed in Schedule B., in addition to their regular teaching duties. Such extra curricular duties will consist of work primarily with children. Each teacher is required to present in writing to the principal by the end of September that extra activity in which he will serve without pay.

9. Teachers are encouraged to support and to attend P.F.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.

10. 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

1. 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 para-professionals for future years, the District agrees to run the pilot program for an additional year. This program will employ para-professionals where possible, should funds become available, 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.)

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. 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. The principal or designee shall respond on the proper form - action taken.

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 questionnaires, 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, 1971. 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.

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.

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 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.

(g) In all maternity leaves and general leaves of absence the teacher shall notify the district in writing prior to May 15 of his intent to return to teaching duties in September of the coming school year. The returning teacher will be placed in a teaching position where one is available commensurate with the teacher's certification and experience.

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. (a) At the beginning of each school year teachers will be credited 10 days sick leave allowance and two (2) days personal business. The sick days are to be used only for the absences caused by personal illness or physical disability in the immediate household family of a teacher (d) See below. Days may accumulate each year (per individual teacher) to a total of 190 teacher workdays.

Personal business days may be used at the discretion of the teacher following procedures. Occasionally a personal business day may have to be taken without the prior 48 hours notice. Such a day will be subtracted from the two personal business days granted each year and will be called Emergency Personal Business days.

On Emergency Personal Business days teachers may be required to furnish evidence indicating that emergency personal business days taken were absolutely necessary or they are not Emergency Personal Business days. Emergency Personal Business days will require two phone calls: (1) to the principal or his appointee to O.K. the day and (2) a call to central administration to record the day. Notice must be given and approved before the day is taken.

(b) Three of the teacher's ten (10) days sick leave received will be credited to the sick leave bank. The Board of Education will contribute an additional 1/2 of the days credited by the teachers collected to start the bank in 1971-72 only.

(c) In the case of a teacher not completing the full year, sick leave shall be considered as earned at the rate of one day for each month worked or major part thereof.

(d) In the event of critical illness in the immediate family as defined in "immediate family death leave" the teacher may be granted up to 10 days of the then accumulated leave. Upon the request of the District, medical certification may be required from the attending physician.

2. (a) Teachers who use up their accumulated sick time may apply to the sick leave bank for additional time using the proper forms. If the bank is over-drawn (as determined by the Sick Leave Bank Committee), teachers will receive a pro rated share of the days needed for each day contributed. Should the bank be overdrawn, for each day contributed by the teachers, the District will contribute 1/2 day for the first year only.

(b) The Sick Leave Bank Committee shall be composed of three (3) members of the administrative staff, appointed by the Superintendent, and two (2) members of the Association and shall meet no less frequently than monthly. This committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. The teacher receiving such an allowance from the bank shall not be expected to repay the day so provided. If such application is not approved those absences shall be without remuneration. By November 15 said committee will provide tentative guidelines to the Association and Board of Education.

(c) Bank days deposited each year by the teachers will accumulate in the bank from year to year less withdrawals. Teachers are responsible for requesting leave from the bank in accordance with the guidelines. No leave will be granted until all accumulated sick leave is exhausted. Teachers are not expected to repay the bank when the Sick Leave Bank Committee approves their withdrawal.

(d) Teachers are limited to 190 teacher workdays in any 15 consecutive month period for sick bank withdrawal.

(e) This pilot program will be re-evaluated at the end of one year to determine if it will continue.

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 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 services 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
Teachers 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.

In addition the Association President shall have one teaching period per day for performance of Association business as it relates to mutual administrative and Association problems and concerns. This period shall be scheduled adjacent to his lunch period, at the beginning or end of the school day if possible. This time is being granted to facilitate communication between staff and administration - areas of mutual concerns.

8. Reimbursement of Leave Days

Upon termination of services, (ie.) retirement, resignation, release with the District each teacher shall be reimbursed for unused sick or personal business days at the following rate: (1) for each four (4) days accumulated sick time or personal business on his personal account each teacher will receive one full days pay at the current substitute rate for that year. No accumulated leave days will be paid prior to September 1971, except in the case of legal retirement.

Sick days used by teachers will be taken in earned order. Sick leave days accumulated prior to September 1971 shall remain credited to the individual teacher for their use.

9. Sabbatical Leave

(a) Teachers who have been employed in the district for seven (7) years may apply for Sabbatical Leave for one year. During this Sabbatical Leave, the teacher shall be considered to be in the employ of the district and shall receive a salary equivalent to one-half of the base BA pay.

(b) To qualify for Sabbatical Leave a teacher must hold a permanent or life teaching certificate and shall have accumulated at least 10 semester hours toward a masters degree.

(c) Sabbatical Leave shall be granted through the superintendent's office by the Board of Education. No more than two teachers may be on Sabbatical Leave during any year.

(d) Sabbatical Leave may be granted for one of the following reasons:

1. Formal study at an accredited college or university toward an advanced degree.

2. Research work under the guidance of competent research personnel.

3. Special program accepted by the Board of Education as recommended by the Superintendent.

(e) Sabbatical Leave must be applied for by March 1 of the year previous to the requested leave. Sabbatical Leave must be requested in writing on the proper forms from the superintendent. Teachers may be asked to be present during the consideration of their request for Sabbatical Leave at a Board meeting.

(f) The Board shall act upon the Sabbatical Leave requests prior to June 1.

(g) Any teacher granted a Sabbatical Leave shall be required to work for a minimum of three (3) years upon their return from Sabbatical Leave for the Howell Public School District. Any teacher who does not complete the three (3) year minimum will return to the district all monies funded him under this agreement and shall proportionately return these monies funded him under this agreement as follows: works one year after Sabbatical refunds 2/3 monies, works two years after Sabbatical refunds 1/3 money. Any teacher who does not work for the District at all after his leave shall return all monies afforded him under this agreement.

The teacher shall attain a performance bond which meets these conditions prior to the final approval for said Sabbatical Leave.

(h) Restitution of said Sabbatical Leave money does not apply in cases where the person becomes incapacitated or where the rule is waved by the Board of Education.

(i) During the Sabbatical Leave the teacher shall not be allowed to hold any full time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants and aids, or other scholastic stipends. The granting of Sabbatical Leave shall be made solely upon the recommendation of the Superintendent and the authorization of the Board of Education, providing funds for such Sabbatical Leaves are available. The Board reserves the right to reject any request for any reason for leaves as defined by this agreement.

(j) An employee who is absent on Sabbatical Leave for academic study shall be required to furnish evidence of satisfactory progress in his academic study. Specific details of this requirement shall be arranged at the time of approval of the Sabbatical request. Any employee on Sabbatical Leave who fails to meet the agreed upon requirements in his application for said Sabbatical Leave shall forfeit all rights to continue leave unless specifically permitted to continue by the Board.

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 XIII

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 subject matter involved.

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.

M. The building principal and/or assistant is responsible for written evaluations entailing all areas enumerated in the agreed to evaluation instrument of all professional employees assigned to his building. After the first evaluation a list of those teachers evaluated whom the principal feels need help and direction will be submitted to the Association. The names contained therein will be considered a responsibility of both the Administration and the Association in determining the areas of difficulty and the help needed to correct the situation. The principal and the Association shall provide definite, positive assistance to rectify any professional difficulties noted.

HOWELL PUBLIC SCHOOLS

TEACHER EVALUATION

Teacher _____ Grade _____ Date _____ School _____

Evaluative Criteria	Satisfactory	Unsatisfactory	Additional Comments (if marked "unsatisfactory, it must be substantiated)
<p>I. <u>THE TOTAL SCHOOL PROGRAM</u></p> <ol style="list-style-type: none"> 1. cooperates with staff..... 2. accepts responsibility to staff..... 3. follows through on assigned tasks..... 4. submits materials, records and lesson plans neat, accurate and on time..... 5. willing to ask for help when needed..... 6. punctual..... 7. attendance..... 8. shows initiative and leadership..... 9. attitude and behavior - consistent fair, impartial..... 10. flexible - ability to accept change..... 11. establishes good relationship with student homes..... <p>II. <u>CLASSROOM ATMOSPHERE</u></p> <ol style="list-style-type: none"> 1. classroom - well-managed..... 2. students - responsive to teacher..... 3. housekeeping..... 4. responsive to academic needs of students. 5. skillfully uses techniques to instill self-discipline..... 6. responsive to personal needs of students. 7. classroom - well controlled..... 8. evidence of creativity and originality... 9. primary purpose - teaching students <u>not</u> subject matter..... 10. classroom - purposeful activities are evident..... 			

	Satisfactory	Unsatisfactory	Additional Comments (If marked "unsatisfactory" it must be substantiated)
<p>III. <u>PROFESSIONALISM</u></p> <ol style="list-style-type: none"> 1. follows Code of Ethics..... 2. makes use of advice 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 education inovations and experimentations..... 7. willing to carry professionalism beyond school day..... 8. professional in his dealings with students, staff and Administration.... <p>IV. <u>PRINCIPAL'S COMMENTS AND RECOMMENDATION</u></p> <ol style="list-style-type: none"> 1. Probationary Teachers: It is recommended that this teacher should: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. a continuing contract be issued..... b. additional comments: 			
Date	Teacher	Principal	

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

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
2. Shares duties
 - 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
11. a) Establishes communication
 - b) Increases communication
 - c) Is tolerant of parent's expectations and needs
 - d) Shows positive techniques with parents

II. CLASSROOM ATMOSPHERE

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

2. 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.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. 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.
6. 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---

1. 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 knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. 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.
 2. 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 disclosure 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.

PRINCIPAL IV

COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator---

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified personnel.
8. Shall permit no commercial exploitation of his professional position.
9. Shall use time granted for the purpose for which it is intended.

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

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.
3. 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 of the Association in its representative capacity, believing that the basis for grievance exists as to any particular matter, shall be as follows:

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 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 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 Step 2., 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 of Education, or if no disposition has been made within the period above provided, the grievance shall be submitted to arbitration before an impartial arbitrator within 45 days. 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 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.

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.

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.

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 reimbursement 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 succeeding 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.

J. If school is called because of an Act of God a teacher who has requested a personal business day or a sick day will not have that day taken from his accumulated days. Teachers shall not be required to report on Act of God days.

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 development 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

REDUCTION IN PERSONNEL

A. Seniority: New teachers hired into the Howell Public School District shall be considered as probationary teachers as prescribed by the Tenure Act. Seniority in Howell Public Schools starts with the first year of teaching in Howell. Any teacher shall have seniority from the last date of hire in the Howell Public School.

B. The term seniority as hereinafter used shall first be length of continuous service with the Howell Public Schools. Leave of absence granted pursuant to the contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school district shall not be considered for the purpose of accumulating seniority, but shall service to reduce the probationary period in accordance with the provisions of the Tenure Act.

C. Seniority within the school system shall second be determined by certification as approved by the Department of Education of the State of Michigan, and shall thirdly be determined by years of continuous employment in grades K-8 and by subject matter identified on the teacher's certificate in grades 7-12.

D. Each year the Board shall prepare a seniority list by certification and classification and transmit a copy of the same to the Association on or before the 1st day of November, and shall be updated by May 1. If the Association is in disagreement on one or all parts of the seniority list and if mutual agreement between the parties can not be reached on the disagreement, the Association may use the grievance procedure.

E. Necessary reduction of personnel:

1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum when economic necessity dictates.
2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
 - a. Probationary teachers shall be involved in the reduction first where any teacher who has acquired any seniority and whose position has been curtailed is certified to perform the services of the probationary teacher.
 - b. In the event tenured teachers' services must be involved in reduction, it will be on the basis of seniority of certification and classification as expressed in Section C. above. It is expressly understood that the Association shall have the right to review the reduction list prior

to notification of the individuals involved. After the reduction list has been prepared by the Board, the Association and Board shall review said list and attempt to resolve any or all conflict. In the event a choice must be made between teacher with the same or equivalent seniority, then knowledge, skill, efficiency on the job, physical fitness, or such other criteria as the Association and Board may adopt may be used in mutually determining the choice. In the event of a dispute concerning the reduction list, the Association shall have the right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting during which such review will have taken place.

F. Recall: Seniority teachers shall be recalled in inverse order of reduction for vacancies and/or new position opening for which they are certified.

G. The recall list shall be maintained by the Board for a period of not less than two (2) years. Any teacher on recall will lose the right to recall if said teacher does not return to this system by the second July 1st following the date of receipt of written notification from the Board by registered mail.

H. No teacher shall be involved in the reduction of personnel unless they have been given a written notification of said action.

I. The Board will use its best efforts to assist all teachers involved in the reduction to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any annual contract with a teacher.

K. Continuous service in the school district shall begin with the last date of hire and continue until termination of employment. Transfer, promotions, demotions, leaves of absence, and/or staff reductions (unless a teacher fails to comply with the recall procedure as stated elsewhere in this Agreement) shall not constitute an interruption in continuous service.

L. Any teacher involved in a staff reduction shall, upon return, have all previously accrued benefits reinstated, if said teacher has complied with the terms of the recall procedures.

ARTICLE XX

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, 1971, and shall continue in full force and effect until June 30, 1972.

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

HOWELL PUBLIC SCHOOLS

BOARD OF EDUCATION

By: Kenneth Beckers
, Its President

By: Edward W. Kelly
, Its Secretary

HOWELL EDUCATION ASSOCIATION

By: Arthur L. Mason
, Its President

By: Jacqueline M. Cox
, Its Secretary

SCHEDULE A

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>
1	\$ 7,850	\$ 8,125
2	8,200	8,525
3	8,700	9,000
4	9,100	9,400
5	9,500	9,875
6	9,950	10,350
7	10,400	10,900
8	10,900	11,455
9	11,400	12,000
10	11,900	12,500
		13,050

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.

B.A. + 15 hours will receive \$200. extra.

M.A. + 15 hours will receive \$250. extra.

Registered - Licensed School Nurse shall be placed on the following schedule:

<u>Step</u>	
1	\$ 7,000
2	7,300
3	7,600
4	7,900
5	8,200
6	8,500
7	8,900
8	9,300
9	9,700
10	10,100

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 area 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 guaranteed 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 notified in writing that he may be placed on the Schedule B for the up coming year. Such notice shall be given within fifteen (15) days after the Schedule B activity is over.

Professional Service	Percentage of Salary Added to Basic Teacher Salary
Audio Visual Library	
High School.....	6
Junior High.....	6
Baseball	
Varsity Coach.....	9
Junior Varsity Coach.....	6
Freshman Coach.....	6
Basketball	
Varsity Coach.....	11
Junior Varsity Coach.....	8
Freshman Coach.....	6
Eighth Grade Coach.....	5
Seventh Grade Coach.....	4
Cheerleaders	
Senior High Sponsor.....	4
Junior High 7th.....	1
Junior High 8-9th.....	3
Cross Country Coach.....	6
Debating Coach.....	5
Drama Coach.....	3

Football	
All High School Assistants & Freshman.....	8
Junior High Coach 8th.....	5
7th Grade Flag.....	3
Girls Athletic Association	
Senior High Sponsor.....	4
Junior High Sponsor.....	4
Golf	
Varsity Coach.....	6
Junior Class Sponsor.....	3
Senior Class Sponsor.....	2
Music	
Marching Band.....	6
Vocal Director.....	5
Tennis	
Varsity Coach.....	6
Trach	
Varsity Coach.....	9
All High School Assistants.....	6
Junior High 7-8th.....	4
Wrestling	
Varsity Coach.....	10
Junior High Coach.....	7
Yearbook	
Senior High Sponsor.....	4
Junior High Sponsor.....	3
Shop Equipment Maintenance, Wood, Metal, Auto only.....	10
Safety Patrol.....	3
Service Squad Elementary.....	2

The District and Association agree Schedule B payments will be made at the end of the activity in one lump sum provided the job description issued at the beginning of the activity is completed.

EXTRA SERVICE PAY SCHEDULE

Driver Education.....	\$6.00 per hr.
Certified 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 PROGRAM

Article IV-F

- Purpose: Discuss new program and policies.
Membership: Superintendent and three H.E.A. members.
Schedule: Meetings as circumstances require.

SUPPLIES AND EQUIPMENT

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.
Schedule: 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.

SICK LEAVE BANK COMMITTEE

Article XI C

- Purpose: Administer Sick Leave Bank and establish guidelines.
Membership: Three administrators, selected by the Superintendent, and two H.E.A. members.
Schedule: No less than monthly.

SCHOOL CALENDAR

<u>SEPTEMBER</u>	2	New Teachers Orientation
	7 & 8	All Teachers Orientation
	9	School Starts for Students
	22	Junior High Open House
	23	Senior High Open House
<u>OCTOBER</u>	27	End of 1st Shift 1/2 Day Instruction K-12 Secondary Workday - 1/2 Day Elementary Conferences 1-6, 1/2 Day & Evening
	28	1/2 Day Instruction K-12 Secondary Workshop 1/2 Day Elementary Conferences 1-6 1/2 Day
<u>NOVEMBER</u>	12	K-12 Inservice Day - No Students
	25-26	Thanksgiving Vacation (2)
<u>DECEMBER</u>	21	End Second Shift
	22	1/2 Day Instruction K-12 Secondary Workday - 1/2 Day Elementary Workday - 1/2 Day
	23-Jan. 2	Christmas Vacation
<u>JANUARY</u>	3	School Begins
	12	Senior High Evening Open House
	13	Junior High Evening Open House
	27	Kindergarten Evening Conference
	28	End of Semester for Elementary 1-6 Elementary Workday Secondary Workshop Kindergarten Conferences
<u>FEBRUARY</u>	21	End of Third Shift
	22	1/2 Day Instruction K-12 Elementary and Secondary 1/2 Workday
<u>MARCH</u>	3	No School
	14	Junior High Parent Orientation Unit Step-Evening
	15	Senior High Parent Orientation Unit Step-Evening
	27-31	Easter Vacation
<u>APRIL</u>	3	School Begins
	19	End Fourth Shift Elementary Night Conferences K-6
	20	1/2 Day Instruction K-12 Secondary Workshop 1/2 Day Elementary Conferences 1/2 Day K-6
<u>MAY</u>	12	Ungraded Elementary Scheduling Scheduling Workday Secondary
	29	Memorial Day
<u>JUNE</u>	13	End Fifth Shift (School Year) Graduation
	14	Teachers Workday