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MASTER AGREEMENT
 BETWEEN
 HOWELL BOARD OF EDUCATION
 AND
 WASHTENAW-LIVINGSTON EDUCATION ASSOCIATION
 1987-1990

Howell Public Schools

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This Agreement is hereby made this 22nd day of September, 1986, by and between Howell Public Schools, Howell, Michigan (hereinafter referred to as the District) and the Washtenaw-Livingston 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.

The board of education and the Association are determined that children of Howell will receive the best possible education and recognize that human talent is the most important resource that the District possesses. The Howell Board of Education and the Washtenaw-Livingston Education Association enter into collective bargaining with the expectation that conditions of employment and wages and hours conducive to exemplary teaching, can be arrived at by mutual agreement. The contract that is adopted is a tool to achieving the objectives of the board of education and of the Association.

All individual teachers' contracts (see appendix) 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 the Act 379, Public Acts of 1965. The Association is the representative and negotiating agent for the following professional employees of the Howell Public School District: all certified professional employees, under individual contract with the Howell Public School District who are classroom teachers, special education, remedial reading, art and music teachers, librarians and counselors. The Superintendent, Assistant Superintendent, Director of Community Education, Assistant Director of Community Education, Principals, Assistant Principals, Athletic Director/Dean of students 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 terms 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 or 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/her 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 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, MEAPAC-NEAPAC or any other plans or programs jointly approved by the Association and the board.

F. All teachers shall have the option to become members of the Association or to pay a representation fee to the Association. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall as a condition of employment pay a fee to the Association equal to the amount uniformly requested of members as dues of the collective bargaining representation payable to the Association; however, 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 District 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 thirty (30) additional days directly to the Association or authorize payment through payroll deductions, as provided in paragraph D, the board shall immediately proceed under the provisions of the Tenure Act to cause the termination of employment of such teacher upon the filing of charges by the Association. 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 agrees to indemnify and save the board, including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the board for the purpose of complying with sections D and F of this Article.

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 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. Memoranda of Understanding which have been executed by the unit director on behalf of the WLEA and the superintendent or his/her designee on behalf of the District shall continue in full force and effect for the duration 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 sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiation for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the District. Provided, however, the parties may mutually agree on any other date for commencement of bargaining. It is acknowledged by the parties that such provisions is for the purpose of the convenience of the parties and does not operate in derogation of any decision or rule of the State Labor Board.

C. In any negotiations each party shall be free to select its negotiating or bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the board of education and a majority of the membership of the Association, but 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 and/or her/his designee(s) and the association unit director and/or her/his designee(s) shall meet at least monthly (during the school year).

ARTICLE III

TEACHER 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. The parties further recognize that no teacher may be required to be a member of the Association.

B. The Association agrees to represent equally all teachers with regard to membership or participation in or associated with the activities of the Association, 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/her coercing him/her 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 teachers' 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 any 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.

C. Employees reaching the age of seventy (70) prior to the scheduled start of a school year are required to retire; however, an employee may be granted an exception to the age seventy (70) 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.

D. POLICY MANUALS

1. The District will publish and maintain a current manual of Board Policies and Administrative Procedures.
2. The District will provide the Association with a copy of the Manual and will provide an up-to-date copy in each school building for the use of members of the bargaining unit.
3. The District will provide the Association with a copy of all approved changes to the Manual.
4. The intent of any policy change which may occur shall be communicated in writing to each teacher.

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. The salary schedule (s) shall remain in effect for the duration of this Agreement.

B. Salaries of teachers will be paid every other Friday after the beginning of the school year. All teachers shall have the option of twenty-six (26) or twenty-one (21) pay periods. Teachers authorizing tax deferred annuity deductions shall not be required to opt for twenty-six (26) pay periods.

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

D. 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.

E. Any teacher commencing service with the District shall be awarded full credit for previous years of teaching experience. Half steps shall be allowed. In the event the District employs a teacher who is on layoff from a district other than Howell, where the Washtenaw-Livingston Education Association - MEA/NEA is the bargaining agent, the above experience credit requirements may be waived, except the District must place the teacher on the salary track which reflects his/her academic achievement (i.e., BA, BA + 15, MA, MA + 15) and the teachers shall progress on Schedule A in the normal manner. The above experience credit requirements may likewise be waived in the event a teacher who is on layoff from a district other than Howell, where the Washtenaw-Livingston Education Association - MEA/NEA is the bargaining agent, does not apply for the position. Any teacher who has duly certified credit for teaching under contract continuously for more than forty-five (45) days of a semester will be allowed one-half (1/2) step for that credit.

F. The District shall provide without cost to the teachers the following insurance options (September 1 through August 31 of each school year) for the teacher's entire family:

1. a) Blue Cross/Blue Shield Plan A (.50, PDP, VST and FAE) or MESSA Super Med 2, with choice care option, and
- b) MESSA Dental Care Program, Plan A, and
- c) \$15,000 term life insurance, and
- d) MESSA Vision Service Plan - 2 (VSP2) including internal and external coordination of benefits, or

2. a) Teachers not electing health insurance coverage shall be provided by the District two hundred forty dollars (\$240) per year to be applied toward any or all of the following:

- 1) MESSA options
- 2) MEFSA options
- 3) Any annuity program currently or in the future accepted by the District, and shall receive

b) MESSA Dental Care Program, Plan A, and

c) \$15,000 term life insurance, and

d) MESSA Vision Service Plan - 2 (VSP2) including internal and external coordination of benefits, or

3. a) Teachers not electing health insurance coverage and who are covered under another dental care program shall be provided by the District three hundred sixty dollars (\$360) per year to be applied toward any or all of the following:

- 1) MESSA options
- 2) MEFSA options
- 3) Any annuity program currently or in the future accepted by the District, and shall receive:

b) \$15,000 term life insurance, and

c) MESSA Vision Service Plan - 2 (VSP2) including internal and external coordination of benefits.

All coverage in this section is to be effective on the date the carrier accepts the teacher for coverage. The District shall not be responsible for insurance coverage for any time the employee is not enrolled by the carrier, nor shall the District be responsible in the event a dispute arises concerning whether the applicable insurance provides a particular benefit.

Additional riders of MESSA and MEFSA options shall be available at the teacher's expense.

In the event a teacher is terminated or laid off during the school year, the insurance shall be continued until the teacher has received the pro-rata portion of the twelve month insurance year earned at the time of the termination or layoff. A teacher hired after the first required work day of the school year shall be entitled to the above-mentioned benefits, subject to the insurance company's underwriting guidelines.

Teachers on a partial contract will receive a pro-rata percentage of the benefits of a full contract.

G. 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 or half 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 middle and high schools. The elementary school equivalent shall be three hundred (300) minutes, including art, music, library and physical education. The administration and teachers are responsible for maintaining accurate records.

In the event that an elementary teacher takes another teacher's entire class in addition to his/her own, the teacher shall earn full compensatory time for the time involved. In the event that an elementary teacher takes up to one-half (1/2) of another teacher's class in addition to his/her own, the teacher shall earn compensatory time for one-half (1/2) the time involved. If a teacher shall leave the District, she/he shall be compensated for any unused compensatory time to the nearest one-half (1/2) day and such payment shall be at the equivalent rate of the substitute teacher's 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 high school and middle school teachers, and the last week of a semester for elementary teachers, nor during scheduled parent-teacher conference periods. Building administrators may limit the use of compensatory days to extend recess periods based upon the availability of substitutes and the number of teachers requesting compensatory days at those times.

H. Consistent with Section C above, when there is reason to dock a teacher's salary on an hourly basis, it shall be computed for each hour as two elevenths (2/11) of the earned daily pay which is computed by dividing the contract salary by the number of teacher work days. Each evening conference shall be computed as one half (1/2) day. The District, whenever possible, shall notify the affected teacher(s) prior to such deductions.

I. EARLY RETIREMENT

Any teacher who has taught for a period of ten (10) years in this district and wishes to retire shall be entitled to a single longevity bonus according to the following schedule.

Age at start of last school year:	55-56	-	\$11,000
	57-58	-	8,000
	59-60	-	5,000
	60+	-	2,000

In the event this provision is determined to be illegal, it shall be deemed to be null and void in its entirety.

J. Should scheduled student instruction days be cancelled due to inclement weather or other conditions which make it impractical to hold classes, teachers shall not be required to report and those cancelled student instruction days necessary to be rescheduled to receive state aid funding for the day will be rescheduled and worked by teachers as a student instruction day as originally constituted without additional compensation. Otherwise, on cancelled student instruction days which are not required to be rescheduled to receive state aid funding, for the day, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead.

The negotiated calendar shall reflect all snow days and their order of make-up. If more days are needed to attain 180 student days the school year will be extended.

K. For purposes of this contract, part-time teachers shall be defined as those teachers who are assigned less than a full load but who do not share a classroom of children, such as but not limited to, kindergarten teachers who teach one complete class and work only one half (1/2) day, high school teachers who teach only two (2) complete classes and work two fifths (2/5) of a day. Pay and benefits for part-time teachers shall be prorated based on the ratio of duty time for the part-time teacher as a fraction of the duty time for the regular full-time teacher at that level. Duty time shall consist of all time between the commencing and ending times for teachers, with the exception of lunch time,

ARTICLE VII

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. Both parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program and agree that class size should be lowered wherever possible to meet the following standards except in traditional large group instruction. In experimental classes, standards may be altered upon mutual agreement between the teacher(s) and the District.

A-1 a. Developmental Kindergarten and Reading Readiness
- 24/class

b. K
- 27/class
- 28 = 3 hours aide/week
- 29/30 = + 1 1/2 hours aide/week
- 31 = + 1 1/2 hours aide/week
- 32 = + 1 1/2 hours aide/week
- 32 = absolute limit

A-1 c. 1 - 4
- 28/class average/grade level/building
- 29/30 = 3 hours aide/week
- 31 = + 1 1/2 hours aide/week
- 32 = + 1 1/2 hours aide/week
- 32 = absolute limit

A-1 d. 5
- 28/class average/grade level/building
- 30 = 3 hours aide/week
- 31 = 1 1/2 hours aide/week
- 32 = 1 1/2 hours aide/week
- 32 = absolute limit

A-1 e. Splits (1-5) - 28 absolute limit (except by mutual agreement). Five hours per week of aide time will be provided for each split class.

A-1 f. Special Education - State Guidelines

A-1 g. Teachers in grades 9-12 will be limited to no more than 165 students and no more than 35 per class per day in assignment.

Exceptions to the above are listed below:

	Optium	Maximum
1. Physical Education	35	45
2. Teachers on partial contract will be expected to share a proportionate partial load.		
3. Noon supervisors shall be equated at 35 students for the noon hour.		
4. Instrumental Music (6-12) and Vocal Music (9-12) unlimited.		

A-1 h. The District shall, in consultation with the teacher, determine the number of work stations in a room. In no case shall the number of students exceed the number of work stations. The number of work stations shall be such as to not endanger the health and safety of the students and teachers involved.

A. 2. No more than two (2) special education students (EI, EMI, POHI, and VIS) shall be mainstreamed into an elementary academic classroom at any one time. The parties agree that this requirement may be waived when the result would be to deny placement of a student as prescribed by the Individual Educational Plan (IEP). Should any teacher (K-12) have a concern about a mainstreamed student, the receiving teacher, special education teacher, and administrator will meet and discuss the appropriateness of the placement. Adjustments may be made as the result of this meeting. Appropriate consideration will be given to promoting the equitable distribution of responsibility for mainstreamed students including students with learning disabilities, among teachers to accomodate additional time requirements. Finances, scheduling and other related problems at the building or district level may also be considered.

B. Teaching Hours in School Day

1. Each school day for elementary teachers shall commence at 8:30 a.m. and end at 3:30 p.m. All elementary teachers shall be assigned a total of three hundred twenty-five (325) minutes preparatory time per five (5) day week. All elementary teachers shall be assigned preparatory time from 8:30 a.m. until 9:05 a.m. The remaining one hundred fifty (150) minutes preparatory time will be scheduled in no less than thirty (30) minute blocks, unless scheduling needs and staffing requirements necessitate otherwise. It is understood that it is not likely that music, art and PE teachers will have preparatory time scheduled in thirty (30) minute block minimums. All 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. The teachers will have a thirty (30) minute duty-free lunch period. Elementary teachers may be required to remain with their students and assist the teaching specialist when students receive art, music and physical education instruction from specialists. After consultation with the Association, the commencing and ending times of the school day may be changed so long as this does not increase the length of the school

day. Any time change shall not exceed twenty (20) minutes. If the commencing and ending times are changed, the other times stated in this section may be adjusted to retain their relative position during the day.

Each elementary teacher shall have the option of participating in up to one (1) fifteen (15) minute recess period per day approved by the building principal.

2a. Each school day for middle school teachers shall be no longer than seven (7) consecutive hours including a thirty (30) minute uninterrupted duty-free lunch period.

2b. When the middle schools are on a five (5) hour day, all 6-8 middle school teachers shall teach no more than five (5) instructional periods two hundred seventy (270) minutes approximately and have one (1) preparation period. Teachers, other than teachers of self-contained classrooms, may be assigned no more than four (4) preparations except by mutual agreement.

All teachers in grades 6-8 will be limited to no more than one hundred sixty-five (165) students per day. All teachers, except art, music, p.e., home economics, and human growth and development will be limited to no more than thirty-five (35) students per class.

2c. When the middle schools are on a six (6) hour day, all 6-8 middle school teachers shall teach no more than six (6) instructional periods [two hundred seventy (270) minutes approximately] and have one preparation period. Eighth grade teachers may be assigned no more than four (4) preparations except by mutual consent. Sixth and seventh grade teachers, other than teachers of self-contained classrooms, may be assigned no more than five (5) preparations except by mutual consent.

All teachers in grades 6-8 will be limited to no more than one hundred eighty (180) students per day. All teachers, except art, music, p.e., home economics, and human growth and development will be limited to no more than thirty-five (35) students per class.

2d. When the middle schools are on a six (6) hour six (6) period day, all 6-8 middle school teachers shall teach no more than five (5) instructional periods [two hundred seventy (270) minutes approximately] and have one (1) preparation period. All teachers, other than teachers of self contained classrooms, may be assigned no more than four (4) preparations except by mutual consent. All teachers in grades 6-8, will be limited to no more than one hundred sixty-five (165) students per day. All teachers, except art, music, p.e., home economics, human growth and development, shall be limited to no more than thirty-five (35) students per class.

2e. In the event the middle school students' day is shortened to a five (5) hour day, teachers will teach no more than five (5) consecutive hours. Preparation time will precede or follow the students' day or teacher lunch period.

3. A high school teacher's teaching day shall consist of six (6) consecutive periods, except by mutual consent, five (5) of which will be in class instruction, study hall or lunchroom supervision with one (1) preparation period. A high school teacher shall be assigned no more than three (3) preparations except by mutual consent. The day shall be no longer than seven (7) consecutive hours including a thirty (30) minute uninterrupted lunch. Instructional periods shall take place between the hours of 8:00 a.m. and 3:45 p.m. After consultation with the Association, the commencing and ending times for instructional periods may be changed so long as this does not increase the length of the school day. Any time change shall not exceed twenty (20) minutes.

4. Preparation time shall be used for preparing lessons, conferring with consultants concerning pupils or special teaching problems. Preparation time may be used for one (1) department or grade level meeting per week. Preparation time will not be used for building or staff meetings.

5. All teachers may leave the building after the teacher's 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 one (1) 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. The superintendent shall not decline such request unless unusual problems of scheduling and operations make such early release difficult and unmanageable for that day.
- c. The day prior to a scheduled recess.
- d. Upon permission given by the building principal.

6. Teachers have an uninterrupted 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. Teachers shall check their mail boxes at least once a day for mail, messages, bulletins, etc.

8. Teachers are encouraged to fulfill their professional obligations by taking one (1) 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/she will serve without pay.

9. Teachers are encouraged to support and to attend PTA and PTO meetings and other school-community affairs and accept as their professional responsibility the attendance at teacher-parent conferences; however, these meetings will normally be scheduled not to exceed a total of ten (10) in a year. A teacher's professional responsibility shall also include working on curricular or other committees designated by the building principal not to exceed twenty (20) hours per 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., except as specified in the calendar.

C. General Teaching Conditions

1. Teaching duties should in general be limited to those areas directly connected with the learning process. The District may, as part of the general teaching duties, make assignments in areas of supervision of students not limited to the classroom. Such assignments shall be limited to within the school building and will not be assigned during the teacher's preparation period or duty-free lunch period. During the fifteen (15) minute periods prior to or following the scheduled class periods for the day, the teacher shall be in the vicinity of her/his classroom or engaged in other related activities. 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 special functions.

2. Teachers shall not be required to perform custodial 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.

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

6. Any request for the purchase of educational supplies shall be made to the building principal. Within nine (9) days thereafter, the teacher shall receive written notification from the principal of the acceptance, rejection or status of such request.

7. The District recognizes that appropriate texts, supplemental 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 material are the tools of the teaching profession.

8. The District agrees to maintain educational equipment in reasonable operating condition.

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 (1) hour beyond the regular school day.

The preparation of the agenda shall be the responsibility of the department chairperson or advisory committee and administration and shall be posted twenty-four (24) hours before the called meeting.

10. The District will strive to provide a separate work station and storage space for personal and instructional materials for each teacher.

D. The board and the Association shall establish an ongoing joint committee composed of three (3) administrators and three teachers. The purpose of the committee will be to study problems in the organization of the middle school instructional program and to make written recommendations to the board of education at the next regularly scheduled board meeting after the committee has formulated written recommendations.

ARTICLE VIII

TEACHING ASSIGNMENTS

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

A. Teachers shall not be assigned contrary to North Central accreditation standards except by mutual consent. The Association shall be notified in each instance, along with a written statement of the reasons for such assignment.

B. Each teacher shall, on or before April 1st of each year, notify the District in writing of his/her intent to, or not to return to Howell the next fall. All returning teachers shall be notified in writing not later than the last week of school of their specific teaching assignment. In the event a change in assignment is to be made at anytime, the District will notify the Association and will consult with the affected teacher(s) to be available for consultation either in person or by phone.

C. 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 preference for such assignments will be given to teachers regularly employed in the District. Schedule B vacancies, including positions previously filled by persons not in the teaching bargaining unit, shall be posted each year in each building for applications by teachers in the bargaining unit first. A position shall not be deemed vacant unless the bargaining unit member who holds or most recently held the position resigns or is notified of his/her non-reassignment or unless the person who most recently held the position is not a bargaining unit member. A copy of the postings shall be sent to the Association. After ten (10) days of posting within the District, the positions may be advertised outside the District. The postings within the District shall include the dates for each position by which applications must be submitted from teachers in the bargaining unit. Every effort will be made to fill positions not less than forty-five (45) days prior to the commencement of the duties of the position. After the date for applications from teachers within the bargaining unit has passed, the positions for which no bargaining unit members have applied shall be posted for application from persons within and outside the bargaining unit. The employer may then fill the position with persons from outside the bargaining unit if there are no qualified applicants from within the bargaining unit. However, if a qualified bargaining unit member submits an application before a position is awarded to a non-bargaining unit member, the bargaining unit member shall be awarded the position. All applications shall be made in writing.

D. Various methods of grouping for instruction in the elementary and middle schools will be determined by the District in consultation with the teaching staff(s) involved.

E. Shared teaching assignments may be made with the mutual consent of the District and affected teachers. Interest in shared teaching assignments shall be submitted in writing annually no later than April 1st for the following year. Should a shared teaching position become available, salary, and benefits shall be prorated in the same manner that is followed for part-time teachers. Shared assignment teachers shall be expected to attend parent-teacher conferences, staff meetings etc., as if they were full-time teachers.

F. In situations involving a reduction of staff, the provisions of Article XVIII shall control in the event of conflict with the provisions of this article.

ARTICLE IX

VACANCIES, PROMOTIONS, AND TRANSFERS

Definitions:

<u>Vacancy</u>	the condition existing when a professional position has been opened, vacated, created or restored.
<u>Promotion</u>	the condition existing when a member of the bargaining unit accepts an Administrative position as defined in Article I, Section A.
<u>Change in assignment</u>	the condition existing when a teacher's assignment is changed within his/her building.
<u>Transfer</u>	the condition existing when a teacher's duty station is changed from one building to another or when a teacher's assignment is changed from general education to special education.

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 District Central Office, 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 from within or is anticipated, the person in charge of personnel shall promptly post notice of same on a bulletin board in each school building and furnish a copy to the Unit Director of the Association or his/her designee. 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 giving priority consideration to teachers who have previously (beginning with the 1980-81 school year) been involuntarily transferred, the teacher's length of service in the District, experience, qualifications, competency, and other relevant factors. Each vacancy, including a supervisory position, shall be posted with an accompanying job description. An applicant with less service in the District shall not be awarded such position unless his/her qualifications shall be substantially superior.

The District shall have the right to make involuntary transfers for reasonable and just cause and shall notify the affected teacher(s) of the reasons for such transfer in writing. When it is necessary to effect a transfer, the District shall first seek volunteers to fill the affected positions and consideration shall be given to teachers who have volunteered and teachers who have transfer application on file in the personnel office. In the event it is necessary to involuntarily transfer teachers after considering volunteers, the District shall consider seniority, experience, qualifications, competency, and other relevant factors.

C. Administrative or executive employees hired prior to June 30, 1982 shall accrue bargaining unit seniority for such service, but such employees hired after June 30, 1982, shall not. 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/she may have had under this Agreement prior to such transfer to supervisory or executive status.

D. In a situation involving a reduction of staff, the provisions of Article XVIII shall control in the event of conflict with the provisions of this Article.

ARTICLE X

LEAVES OF ABSENCE

In order to enable teachers to attend to the demands of personal, business and professional matters, the following types of leave 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 any 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. One (1) copy 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, or winter or spring recesses. Leave requested for an otherwise valid purpose shall not be denied because of the unrelated occurrence of the above recess periods. Any leave involving absence during the first or last week of the school year shall be discouraged except for sick leave, family death or funereal 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 any application for leave within forty (48) hours after receipt by the principal. Insofar as continuity is possible, the District shall apply the Leave of Absence Provisions of this contract equally to all teachers.

5. If a teacher, due to a leave of absence, shall have been employed less than full-time during any semester, then the teacher shall be given one half (1/2) year salary increment credit only if the teacher shall have been employed more than fifty percent (50%) of the semester.

6. It is agreed and understood that use or attempted use of a leave day for impermissible purpose(s) constitutes reasonable and just cause for discipline.

7. It is agreed and understood that there is no obligation to actively reemploy a teacher returning from a leave of absence if the teacher is subject to layoff pursuant to Article XVIII.

B. Leaves of Absence Without Pay

1. Child Care

Upon written request, a teacher shall be granted a leave of absence without pay for the purpose of child care. Such request must be made at least four (4) weeks prior to commencement of the leave.

Said request for leave shall include a prospective commencement date and a desired termination date. To the extent possible, the aforementioned dates shall conform to the beginning or ending of a marking period or holiday recess. The length of the leave shall be in no case longer than one (1) year. Any request for extension shall be processed through Article X, Section B, paragraph 3. Upon return from leave, the teacher shall be restored to his/her former position if it is available or to a position for which the teacher is certified and qualified.

2. Military Leave - Teachers who are inducted into the military service shall be granted leaves of absence during this period of induction. Upon reemployment, he/she 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 - teachers may be extended general leaves of absence for a period up to one (1) 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 elsewhere, to serve full-time in a paid Association position, public service activities and other purposes. Requests for general leave for the purpose of attending to a sick child or spouse shall be granted. Unless mutually agreed between the teacher and the building principal, the minimum length of such leave shall be the rest of the quarter in which the leave commences and the next full quarter. During unpaid leaves of absence, it is understood that the teacher is in inactive status and is not eligible for pay and/or benefits. Commencing with the 1984-85 school year, teachers shall accrue seniority while on unpaid leave of absence with the following limitation: In no case shall a teacher's accrued unpaid leave seniority credit exceed his/her active status seniority credit,

In all general leaves of absence, the teacher shall notify the District in writing prior to April 1 of his/her intent to return to teaching duties at the commencement of the ensuing school year. Failure to notify the District in writing prior to April 1 may be irrevocably considered a voluntary resignation and may constitute irrebuttable evidence of the teacher's consent to resign. The District will notify the teacher of this possibility by registered letter no later than March 15. A teacher whose leave expires at other

than the end of a school year must notify the District in writing of his/her intent to return at least sixty (60) calendar days prior to the expiration of his/her leave. Failure to do so may be irrevocably considered a voluntary resignation and may constitute irrebuttable evidence of the teacher's consent to resign. The District will notify the teacher of this possibility by registered letter at least seventy-five (75) days prior to the expiration of his/her leave. The returning teacher will be placed in a teaching position for which the teacher is certified and qualified unless the teacher is subject to layoff pursuant to Article XVIII.

C. Leaves of Absence with Pay

1. a. At the beginning of each school year, teachers will be credited ten (10) days sick and two (2) days personal business leave allowance. The sick days are to be used only for absences caused by personal illness or physical disability (including pregnancy-related disability) in the immediate household family of a teacher as defined in 3 below. Days may accumulate each year (per individual teacher) to a total of one hundred ninety (190) teacher workdays.

Personal business days may be used at the discretion of the teacher following these procedures. Occasionally a personal business day may have to be taken without the prior forty-eight (48) hours notice. Such a day will be subtracted from the two (2) 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. When an emergency develops, the affected teacher must arrange for a substitute through normal channels.

- b. Two (2) of the teacher's ten (10) days sick leave received will be credited to the sick leave bank.

- c. In the case of a teacher not completing the full year, sick leave shall be considered as earned at the rate of one (1) 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 ten (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 prorated share of the days needed for each day contributed by the teachers.

b. The Sick Leave Bank Committee shall be composed of three (3) 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.

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. The provisions of C 1 b above will be suspended until such time as the bank accumulation falls below two thousand (2,000) days.

d. Abuse of a teacher's sick leave allowance may result in denial of sick bank benefits by the Committee.

e. The Personnel Department will continue to assist the committee in processing claims and in record keeping.

f. The Association will defend, indemnify and hold the District and board harmless regarding any claim related in any way to administering the sick bank. The Association has the right to choose legal counsel and to settle any and all claims. The board is required to give adequate advance notice of any claims being asserted.

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, spouse, child, siblings, grandparent or grandchild. Up to five (5) days leave in the event of a death of in-laws of the above.
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/she shall be granted up to three (3) days leave with pay annually less any amounts received as witness fee. Upon completion of his/her 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/she shall be granted leave and paid the differences between his/her pay for such jury services and the money he/she would have earned under this Agreement. such payment during leave shall not extend beyond a thirty (30) day period. If the teacher is temporarily excused from jury service for a period of one (1) full day or more, he/she shall report for employment during such periods. The jury duty pay for a part-time teacher who is required to serve on jury duty at times he/she is not scheduled for work shall be prorated when calculating his/her pay for such jury services.
7. Association Leave - Teachers who are officers of the Association, Howell Unit and/or MEA will be granted leaves of absence for performing duties of the Association. The Association agrees to pay for the substitutes' salary. Leave will be contingent upon approval by the proper administrator. Not more than three (3) teachers will be released at one time unless approved by the superintendent.

In addition, the Unit Director and the Association President if a member of the bargaining unit, shall each have one (1) 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/her 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, i.e., retirement, resignation, or release from the District, each teacher shall be reimbursed for unused sick or personal business days at the following rate. For each three (3) days of accumulated sick leave or personal business leave days on his/her personal account, each teacher will receive one (1) full day's pay at the current substitute rate for that year. Except in the case of legal retirement, no payment will be made for leave days accumulated prior to September, 1972. Teachers who limit the use of sick leave and personal business days shall receive an additional annual payment based upon the following schedule:

0 days/academic year - \$100
1 day/academic year - \$ 50

Payment shall be made on the second pay period in June.

9. Sabbatical Leave

- a. Teachers who have been employed in the District for seven (7) years may apply for sabbatical leave for one (1) year. During this sabbatical leave, the teacher shall be considered to be in the employ of the District and shall receive a salary equal to one-half (1/2) 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 ten (10) semester hours toward a master's degree.
- c. Sabbatical leave shall be granted through the superintendent's office by the board of education. No more than two (2) 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 programs 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 his/her return from sabbatical leave for the Howell Public School District. Any teacher who does not complete the three (3) years minimum will return to the District all monies funded him/her under this Agreement and shall proportionately return these monies funded him/her under this Agreement as follows: works one (1) year after Sabbatical refunds two-thirds (2/3) monies, works two (2) years after sabbatical refunds one-third (1/3) money. Any teacher who does not work for the District at all after his/her leave shall return all monies afforded him/her under this Agreement.

The teacher shall obtain 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 waived 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/her academic study. Specific details of this requirement shall be arranged at the time of approval of Sabbatical request. Any employee on sabbatical leave who fails to meet the agreed upon requirements in his/her application for said sabbatical leave shall forfeit all rights to continue leave unless specifically permitted to continue by the board.
10. In the event a teacher is called by the board to testify in any proceedings, he/she shall be granted leave with pay so the teacher will be available during the school day.
- D. Teachers absent due to injury or illness covered by Workers Compensation shall be paid the difference between Workers 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 (1/2) of accumulated sick leave regardless of the exact amount contributed by the District.

ARTICLE XI

EVALUATION OF PERFORMANCE

The purpose of evaluating the teacher is to provide a basis upon which the teacher can strive toward improved performance. Evaluation provides a basis for the administration to bring the full resources of the District to bear in assisting the teacher in the development of his/her professional performance. Only through a thorough and conscientious evaluation program can administration make well-founded employment decisions.

A. Each probationary teacher shall be observed at least once every quarter. Probationary teachers shall receive two written evaluations, one during the first semester and one the third quarter.

Tenure teachers will be observed and evaluated as follows:

0-5 years (in Howell) at least once every two (2) years
6-10 years (in Howell) at least once every three (3) years
11 or more years (in Howell) at least once every five (5) years

Each tenure teacher shall receive a statement of satisfactory performance each year that an evaluation has not taken place.

B. All observations shall be conducted openly and with full knowledge of the teacher. An observation is a visitation for the purpose of assessing performance.

C. If the evaluator believes a teacher is doing unsatisfactory work, the administrator shall develop with the teacher an improvement plan. It is the responsibility of the District to make a sincere attempt to assist a teacher to improve. Any record of the improvement plan shall be withdrawn from the employee's record after two (2) years if the problem has been satisfactorily resolved.

D. Any deficiency and/or complaint not previously brought to the attention of the teacher shall not be made part of the teacher's evaluation. This shall not preclude mentioning deficiencies noted during the observation process in an evaluation. Nor shall it preclude making suggestions in an evaluation.

E. Evaluations asserting deficiencies in performance that are found to be without validity shall be removed from the teacher's file.

F. The District shall avoid having any teacher disciplined or reprimanded within sight or sound of a parent, student or other teacher.

G. No teacher shall be disciplined or reprimanded without just cause.

H. In the event proceedings are initiated affecting a teacher's rights under tenure, upon written release of the involved teacher to the District, 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 District. Tenure

time limits must be met.

I. Evaluations shall be conducted by building administrators or other persons competent to evaluate at the particular grade level or subject matter involved.

J. All observations of a classroom teacher shall be comprehensive and cover a substantial portion of the class period (approximately thirty-five (35) minutes). The administration and each non-classroom teacher shall mutually arrange a workable program of observation so that prior to any evaluation each non-classroom teacher shall have been observed in a variety of job-related activities.

K. 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.

L. 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. The teacher shall have the opportunity to submit additional information to the superintendent and may request a conference with the superintendent. Any objection to the final evaluation, submission of additional information or request for conference must be done within two (2) weeks after the final evaluation has been received by the teacher.

M. In the event a teacher leaves the employ of the District, the District may require a termination interview with the teacher before recommendations are forwarded.

N. Whenever written material is placed in a teacher's file, said teacher is to be notified. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, provided, however, that all letters of recommendation shall first be removed. Files shall be centrally located and contain all pertinent information. In cases where a teacher wishes to review his/her file a representative of the Association may accompany him/her.

O. 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/her 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 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. A written evaluation is not to be construed to constitute a reprimand, warning or discipline, for purposes of this section. A teacher shall have the right to file a written response to any evaluation and said response shall become part of said file.

P. All personnel employed on Schedule B shall be observed during the course of the activity. All persons holding Schedule B positions shall be evaluated no later than ten (10) days after the conclusion of the activity. A copy shall be provided to the person evaluated. The written evaluation shall be reviewed and filed by the District.

Q. The building principal and/or assistant is responsible for written evaluations entailing all areas enumerated in the evaluation instrument of all professional employees assigned to his/her building. After every 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 suggest step to be taken to rectify any professional difficulties noted.

R. The Association will appoint three (3) teachers and the District will appoint three (3) administrators to a committee to prepare and recommend one or more evaluation forms for submission to the District. Once approved, the new evaluation form will replace the one currently being used. Either party may reactivate the Committee to initiate further revisions.

ARTICLE XII

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/her 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/her defense.

C. If in the performance of regular or assigned teaching duties a teacher without negligence on his/her 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. Written accusations that are proven to be untrue will be removed from the teacher's personnel file. Prior to the filing of any written complaint in a teacher's personnel file, he/she shall be given the opportunity to meet with the person lodging the complaint.

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 an 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 without the District's approval.

H. The District agrees to establish, when deemed mutually desirable, a joint committee with the Association composed of three (3) Association members and three (3) Administration members for the purpose of studying disciplinary policy relating to students. This committee shall present recommendations and findings to the superintendent for his/her consideration.

ARTICLE XIII

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 normally be processed through Curriculum Council.

B. The Curriculum Council, which shall be composed of teachers and administrators as appointed by the superintendent, shall establish cooperative study committees under the direction of the Curriculum Council to facilitate curriculum development. The Curriculum Council shall further establish a Constitution which will serve as its working document.

C. The study committees shall study and prepare recommendations regarding curriculum changes to the Curriculum Council. All K-12 Coordinators shall be expected to participate in study committees relating to their areas.

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 (1) 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 in-services. Input by teachers into the planning of inservice may be made directly to the committee or to any of the committee's members.

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

Each committee chairperson shall keep a notebook covering the particular activities in his/her area that year and it shall contain concise statements of the initial aims of the committee, results of the in-services, the "grass roots" implementation, an evaluation of the attainments during the year and suggested guidelines for that committee during the next year. A photo copy of the present year's work will be filed with the superintendent by June 1 of each year for review and direction for the coming year.

The District at its discretion and with proper notification twenty-four (24) hours may provide in-services for teachers by shortening the school day.

ARTICLE XIV

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 express provision of this Agreement.
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 or the Association in its representative capacity, believing that the basis for grievance exists as to any particular matter, shall proceed as follows:

Step 1. The grievant shall attempt to resolve any grievance by informal conference or discussion with the appropriate building principal. All grievances must be filed within seven (7) days of the occurrence complained of or within seven (7) days of the date when said occurrence became known.

Step 2. In the event the grievance is not resolved at Step 1, the grievant shall reduce the grievance to writing on the approved grievance form and submit such grievance to the Association. Within five (5) days thereafter, the Association shall determine whether or not it will process said grievance on behalf of the teacher.

If the Association determines that it will not process such grievance, the individual grievant may continue without Association support. In the event that 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/her own determination, to continue processing such grievance in his/her individual capacity.

The day following the conclusion of the five (5) day period during which the matter is within the consideration of the Association, 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 (5) days. The grievant shall either accept or reject the position stated by the principal within five (5) days and shall communicate such information in writing to the superintendent or his/her designee.

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 resolution.

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

Within five (5) days after such a grievance has been processed through Step 2, the superintendent or his/her designee, may, upon a written notice to 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 or his/her designee within seven (7) days after rejection at Step 3. At this step the grievant and the superintendent or his/her designee shall meet to seek settlement and resolution of the grievance. This step shall not continue for longer than eleven (11) days.

Within five (5) days after the grievance is submitted to the superintendent or his/her designee, the Association shall contact the superintendent or his/her designee and set up a conference at a time mutually acceptable to both parties.

Step 5. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within the period above provided, the grievance shall be submitted to arbitration before an impartial arbitrator within forty-five (45) days. If the parties cannot agree as to the arbitrator within five (5) days from the notification date the arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

The fees and expenses of the arbitrator shall be shared equally by the parties.

C. Miscellaneous

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

2. Failure by the grievant 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.

3. Failure by the administration 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 by the grievant 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 shall be represented by not more than three (3) members in any contact with the principal or superintendent or his/her designee.

5. When the grievance is settled at any time after it has originally been reduced to writing, the parties shall have five (5) days to conclude a written settlement on the grievance form. One (1) copy will be given to the superintendent or his/her designee and two (2) copies will be given to the Association.

6. Any individual teacher, acting as a grievant, may be represented at any stage of this grievance procedure by a person of his/her own choosing. 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. Only the Association may process a grievance to arbitration.

7. In the event that a principal, for a particular building, is unavailable for the purpose of processing a grievance, the superintendent or his/her designee, 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 or his/her designee.

8. The arbitrator who sustains any grievance is empowered to fashion an appropriate award.

9. The placement of a probationary teacher on a third year of probation or the failure to renew the contract of a probationary teacher or the dismissal of a tenured teacher shall not be subject to arbitration, provided, however, that violations of evaluation procedures and discipline procedures as provided in the Master Agreement are subject to arbitration.

D. Limitations upon arbitrator's authority.

The powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. The arbitrator shall not allow the board or the Association to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party.

3. The arbitrator shall have no power to interpret state or federal law unless it is necessary to do so in order to determine whether a grievance is arbitrable. An arbitrator does have authority to interpret provisions of this Agreement which reiterate law.

4. The arbitrator shall not have power to hear a grievance which was not filed or appealed in accordance with the contractual time limits.

5. The arbitrator shall have no authority to consider more than one (1) grievance at the same time, except upon the express written mutual consent of the parties.

ARTICLE XV

SCHOOL YEAR

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

ARTICLE XVI

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/her 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/her own expense and provide the results to the District not later than fifteen (15) days after the opening of school.

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. Further, the District agrees to develop an employee assistance plan to address the problems posed by the illnesses of alcohol and drug abuse. The plan shall suggest steps to be taken by employees with such problems. Employee participation in the plan will not in and of itself jeopardize job security.

E. No new teacher shall be hired unless she/he has a teaching certificate, except on an emergency basis. Provided that, in no event shall a new teacher without a teaching certificate be hired for more than one (1) year.

Any teacher upon achieving the necessary requirements for advancement on the salary schedule such as BA to BA + 15, MA to MA + 15, MA + 15 to MA + 30, etc., shall be placed on the appropriate step of the salary schedule according to years of experience within thirty (30) days after the beginning of either semester that verification is received by the District.

F. This Agreement shall supersede 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.

G. 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. Fifty (50) additional copies will be provided to the Association.

H. High school department chairpersons, middle school area coordinators and grade level chairpersons will be selected by the building principal(s). This selection shall be made prior to May 30th of any school year from a recommendation from the departments, areas and grades involved. The department chairpersons shall exercise the coordination of programs and materials and shall serve as an instructional liaison between the teachers of the department and the school administration. Area coordinators and grade level chairpersons will be given released time of not more than twenty (20) hours per school year. Arrangements are to be made through the building principal for released time at least one (1) week in advance.

I. If school is called because of an Act of God day a teacher who has requested a personal business day or a sick day will not have that day taken from his/her accumulated days. Teachers shall not be required to report on Act of God days (see Article VI, Section J.).

J. The Association agrees not to incite, urge, or otherwise entice or encourage the teachers of the Howell Public Schools to strike during the tenure of the Agreement.

K. Counselors and media specialists (librarians) will work the same calendar year as other teachers. In the event any teacher, counselor or media specialist is employed by the District between school years in a capacity that is an extension of a regular assignment, such employee will be compensated at the rate of two and one half percent (2 1/2%) of their present salary for each week employed. The District shall strive to give at least sixty (60) days advance notice.

L. The District will strive to offer full Media Center services whenever school is in session.

M. In the event a student's grade is changed, the teacher(s) giving the original grade shall be told the reason(s) for the change. The person changing the grade shall initial the District's record of the grade.

ARTICLE XVII

SUPERVISORY AND STUDENT TEACHERS

Supervisory teachers of student teachers shall be teachers possessing a minimum of a Bachelor's Degree in academic preparation, continuing certification and three year's teaching experience within the District, 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 will cooperate directly with the university program coordinator, assist in the development of 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 District 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 the supervisory teacher(s) and the building administrator. The following areas of appropriate expenditure are suggested: in-service training programs, release time for permanent staff, and materials and equipment.

The supervisory teacher shall file a written report and evaluation with the university coordinator and the Administration with a copy to the intern teacher each four (4) weeks.

A committee of three (3) WLEA Howell Unit members and three (3) administrators shall be formed to write local policy under which all supervisory teachers shall operate.

ARTICLE XVIII

SENIORITY AND REDUCTION IN PERSONNEL

A. Seniority shall be defined as length of continuous service with the Howell Public Schools. Continuous service in the school district shall begin with the last date of hire and continue until termination of employment. Subject to Articles IX, Section C, and X, Section B 3 transfers, 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, and seniority shall accrue during such periods. For purposes of seniority calculation, service at less than the full teaching load shall count as if the service was at the full teaching load. Credit given for outside teaching experience in another school district shall not be considered for the purpose of accumulating seniority. Service by a certificated person in a non-administrative or non-executive position performed prior to the date of employment in a bargaining unit position shall not count when calculating seniority.

B. Each year the board shall prepare a seniority list and transmit a copy of the same to the Association on or before the first day of November, and it shall be updated by May 1. If the Association is in disagreement on any part of the seniority list, it will notify the board of any alleged errors in writing within thirty (30) days after receipt of the seniority list. Failure to so advise the board of any alleged inaccuracy in the seniority list shall be conclusively deemed to constitute agreement that the list is accurate.

C. In the event of ties in seniority, as defined above, position on the seniority list shall be determined secondly by date of permanent (continuing, life, etc.) certification; thirdly by the date of the provisional certification as issued by the State of Michigan; and fourthly in order of the highest last four digits of the employee's social security number (the higher the number the greater the seniority).

D. 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. The board, through its agents, will determine the curriculum and decide which positions should be continued, eliminated or reduced.
- b. Probationary teachers shall be involved in the reduction first when any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

- c. In the event tenured teachers services must be involved in the reduction, three (3) lists of those tentatively identified for layoff shall be developed in the following manner:

List A: Those identified for layoff will be on the basis of seniority, certification and qualifications as defined in this article. A tenured teacher whose services are reduced or eliminated shall be entitled to be administratively placed in a position held by a less senior teacher, provided he/she is certified and qualified for that position. Except as provided in the preceding sentence, the board shall not be required to reassign and/or transfer staff to implement this procedure.

List B: Those identified for layoff will be on the basis of seniority, certification and qualifications as defined herein. The board shall make involuntary transfers and reassignments of more senior teachers to maximize the retention of the most senior teachers.

List C: Those individuals on list A who have more seniority than the most senior teacher on list B.

- d. For layoffs effective after the sixtieth (60th) calendar day following the first scheduled day for teachers, layoffs will occur on the basis of list A.
- e. For layoffs effective on or before the sixtieth (60th) calendar day following the first scheduled day for teachers, those individuals whose names appear on both list A and B shall be laid off. Teachers whose names appear on list B, but not list A, and who have more seniority than the least senior teacher on list C shall not be laid off. Further, except as provided herein, utilizing the staffing schedules followed to compile list A, teacher (s) on list C shall be administratively placed in teaching position (s) held by the least senior teacher (s) employed in position (s) for which the teacher (s) on list C are certified and qualified.
- (1). Administrative placement of teacher (s) on list C shall not occur where it would result in the layoff of a teacher with more seniority than the list C teacher being administratively placed.
- (2). Administrative placement of a teacher on list C shall not be required where it would necessitate transfer or reassignment of teacher (s) to or from positions in the following areas: special education, foreign language, business and community education counselor.

E. 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 conflicts. 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 took place.

F. Laid off teachers shall be recalled to vacancies for which they are certified and qualified on the basis of seniority. The teacher's certification and qualifications shall be those as of the date the notice of recall is sent. A laid off teacher will be maintained on the recall list for a period of two (2) years after which the teacher shall be entitled to recall only if entitled by law.

G. The District shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the District of any change in address. The teacher's address as it appears on the District's records shall be conclusive when used in conjunction with layoffs, recall, or other notice to the teacher. If a teacher fails to report to work within twenty (20) calendar days from the date of sending of the recall notification, unless an extension is granted in writing by the District, said teacher shall be considered as a voluntary quit and shall thereby terminate the individual teacher's employment contract and any other employment relationship with the District.

H. No teacher shall be laid off pursuant to a necessary reduction in personnel unless the teacher has been given written notification thirty-five (35) calendar days prior to the effective date of the layoff.

I. The board will cooperate with the Association to assist all teachers involved in the reduction to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.

J. Definitions:

1. "Certified" is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels.
2. For purposes of this article, the term "qualified" shall be deemed to be synonymous with the term "certified" with the following exceptions:

Area(s)

Qualification

Home Economics,
Industrial Arts, Art,
Physical Education

Specific certification in the subject to be taught (e.g., a person certified to teach all subjects in grades K-8 would not be qualified to teach P.E. in those grades unless the person had specific certification in Physical Education).

Instrumental Music	Board may require successful experience within last four (4) years.
Vocal Music	Board may require successful experience within last four (4) years.
Teacher of Visually Impaired	Board may require an earned certification within last five (5) years.
Degreed Vocational Education	Certification and vocational authorization for specific subject.
Non-Degreed Voc. Education	Certification in the subjects to be taught or annual authorization.
Media	Special certification in subject area.

These qualifications shall apply where the specialized area(s) constitutes a major portion [more than one-half (1/2)] of the teacher's assignment.

K. 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.

L. Nothing contained herein shall be construed to require the board to change schedules or change the classes or subjects of which a teacher's assignment is composed.

ARTICLE XIX

SEVERABILITY

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such event, the subject 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, 1987 and shall continue in full force and effective until June 30, 1990.

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

HOWELL PUBLIC SCHOOLS

BOARD OF EDUCATION

By: William F. Keely
Its President

By: Joseph G. Quinlan
Its Secretary

WASHTENAW-LIVINGSTON EDUCATION ASSOCIATION

By: Eloise J. Mays
WLEA President

By: Phyllis Hancotte
Howell Unit Director

By: Barbara M. Berry
WLEA Vice President

By: Mark A. Cowles
Howell Unit Secretary

By: Glenn P. Fritz
WLEA Secretary

LETTER OF UNDERSTANDING

RE: HIGH SCHOOL WORK STATIONS

With respect to Article VII, Section A-1 g, it is agreed that for the duration of this Agreement the number of work stations shall not exceed twenty-six (26) for the following high school classes: chemistry, physics-chemistry I, physics-chemistry II, introductory physical science and physics.

LETTER OF UNDERSTANDING

RE: ELEMENTARY PREPARATORY TIME

With respect to the one hundred fifty (150) minutes of preparatory time for elementary teachers provided for in Article VII, Section B-1, if scheduling and the number of classes permit every effort will be made to assure that the preparatory time is provided on at least four (4) out of every five (5) school days per week.

SCHEDULE A
1987-88

<u>Step</u>	<u>BA</u> [*]	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
3	20,797	21,457	22,123	22,712	23,393
4	21,827	22,712	23,598	24,336	25,066
5	22,861	23,967	25,072	25,812	26,586
6	24,336	25,440	26,547	27,285	28,104
7	25,812	26,915	28,022	28,759	29,622
8	27,285	28,390	29,498	30,235	31,142
9	28,759	29,867	30,972	31,708	32,659
10	31,709	32,152	32,446	33,184	34,180
11			35,692	36,870	37,976

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.

M.A. + 15 = M.A. + 15 semester hours.

M.A. + 30 = M.A. + 30 semester hours or two earned M.A. degrees.

* Also annual vocational authorization.

SCHEDULE A
1988-89

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
3	22,460	23,173	23,893	24,529	25,265
4	23,573	24,529	25,486	26,283	27,071
5	24,689	25,884	27,078	27,877	28,713
6	26,283	27,476	28,670	29,468	30,352
7	27,877	29,068	30,264	31,060	31,992
8	29,468	30,662	31,858	32,654	33,633
9	31,060	32,256	33,450	34,245	35,272
10	34,246	34,725	35,041	35,839	36,914
11			38,547	39,820	41,014

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.

M.A. + 15 = M.A. + 15 semester hours.

M.A. + 30 = M.A. + 30 semester hours or two earned M.A. degrees.

* Also annual vocational authorization.

SCHEDULE A
1989-90

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
3	24,482	25,259	26,044	26,736	27,539
4	25,695	26,736	27,779	28,648	29,508
5	26,911	28,214	29,515	30,385	31,297
6	28,648	29,948	31,251	32,120	33,084
7	30,385	31,684	32,988	33,856	34,871
8	32,120	33,421	34,725	35,593	36,660
9	33,856	35,159	36,461	37,327	38,446
10	37,328	37,850	38,195	39,064	40,236
11			42,017	43,403	44,705

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.

M.A. + 15 = M.A. + 15 semester hours.

M.A. + 30 = M.A. + 30 semester hours or two earned M.A. degrees.

* Also annual vocational authorization.

Cross Country	
Varsity Coach	6
Assistant Coach	4
Middle School Coach	4
Debating Coach	5
Drama Coach	5
Football	
Varsity Coach	11
Assistant Coach	8
Forensics	5
Golf	
Varsity Coach	6
Head Teacher	3
Literary Magazine	3
Music	
Marching Band	10
Middle School Band	6
Vocal Director	6
Newspaper	8
Safety Patrol	3
Service Squad/Elementary	3
Shop Equipment Maintenance	
Small Engines	10
Wood	10
Metal	10
Auto	10
Welding	10
Softball	
Varsity Coach	9
Assistant Coach	6
Student Council Sponsor	
High School	4
Middle School	4
Tennis	
Varsity Coach	6
Assistant Coach	4
Track	
Varsity Coach	9
Assistant Coach	6
Middle School Coach	6
Volleyball	
Varsity Coach	10
Assistant Coach	7
Wrestling	
Varsity Coach	10
Assistant Coach	7
Yearbook Sponsor	
High School	6
Middle School	5

H. A teacher who is assigned and performs a year-long Schedule B position will be paid in two (2) payments. The first payment of forty percent (40%) to be made with the check preceeding Christmas: and the second payment of sixty percent (60%) to be made with the twenty-first (21st) check. A teacher desiring an exception to the above may make such a request in writing to the District which will make the final decision.

I. Payment for Schedule B performance shall be in the form of a check(s) issued separately from the salary check. These payments shall be made in December and June. Exception: Personnel contracted for the Schedule B activities of boys basketball, wrestling, girls volleyball and winter cheerleading sponsor(s), may opt for a one-time payment as a part of their regular salary check upon completion of their contracted activity.

J. EXTRA SERVICE PAY SCHEDULE

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Cafeteria Supervision	\$11.75/hr.	\$12.70/hr.	\$13.85/hr.
Certified Adult Education	12.00/hr.	13.00/hr.	14.00/hr.
One or more years	13.00/hr.	14.00/hr.	15.50/hr.
Detention Supervisor	10.70/hr.	11.55/hr.	12.60/hr.
Driver Education	12.30/hr.	13.30/hr.	14.50/hr.
Intramurals	4.70/hr.	5.10/hr.	5.50/hr.
Computer Repair	11.75/hr.	12.70/hr.	13.85/hr.

Rates to begin with the summer schedule.

K. Should a Department Chairperson be appointed at the High School he/she will be compensated fifteen percent (15%) of his/her total salary for this service. Should an Area Coordinator be appointed at the middle schools, Compensation will be as follows:

Highlander Way Middle School - six percent (6%) of total salary

McPherson Middle School - six percent (6%) of total salary

Coordinator of Intramurals - nine percent (9%) of total salary

HOWELL PUBLIC SCHOOLS
CALENDAR
1987-88

Thursday	August 27	Teacher Workday
Friday	August 28	Teacher In-service
Monday	August 31	Students Begin
Friday	September 4	No School
Tuesday	September 8	Classes Resume
Tuesday	September 15	High School Open House
Tuesday	September 22	Middle School Open House

Elementary Open Houses will be scheduled individually in October

Friday	October 30	Quarter I Ends (43 days)
Monday	November 2	No School Students--Workday
Tuesday	November 3	Quarter II Begins
Thursday	November 5	K-5 Half-day--Conferences 5:40-9:00 p.m. 6-12 Full Day
Tuesday	November 10	K-12 Half-day--Conferences 5:40-9:00 p.m.
Wednesday	November 11	K-12 Half-day--Conferences 1:00-4:20 p.m.
Thursday	November 12	6-12 Half-day--Conferences 5:40-9:00 p.m.
Thursday/	November 26-27	No School--Thanksgiving Recess
Friday		
Monday	November 30	Classes Resume
Saturday	December 19	Winter Recess Begins
Monday	January 4	Classes Resume
Friday	January 22	Quarter II Ends (47 days)
Monday	January 25	No School Students--Workday
Tuesday	January 26	Quarter III Begins
Friday	February 26	No School Students--County In-service
Monday	February 29	No School (Winter break--snow day make-up #1)*
Wednesday	March 30	Quarter III Ends (45 days)
Thursday	March 31	No School Students--Spring Break Teacher Half-day Workday
Monday	April 11	Classes Resume--Quarter IV Begins
Tuesday	April 19	K-5 Half-day--Conferences 5:30-9:00 p.m. 6-12 Full Day
Thursday	April 21	K-5 Full Day 6-12 Half-day--Conferences 5:30-9:00 p.m.
Friday	May 27	No School (snow day make-up #2)*
Monday	May 30	No School--Memorial Day
Tuesday	May 31	Classes Resume
Wednesday	June 15	Quarter IV Ends (46 days) - Students' Last Day
Thursday	June 16	Teacher Half-day Workday **

Quarter I	43 days	Workdays	4.0
Quarter II	47 days	Open House	.5
Quarter III	45 days	In-service	2.0
Quarter IV	46 days		6.5
	181 days		

* If necessary to attain 178 student days.

** Additional days will be added on to the end of the calendar if necessary to attain 178 student days.

TEACHER'S CONTRACT—WITH BOARD OF EDUCATION
CITY FORM.

This Contract, Made the _____ day of _____ 19____

BETWEEN _____

(Insert Legal Name of School District)

_____ County, State of Michigan, hereinafter called the School District,

and _____ of _____ hereinafter called the Teacher.

Witnesseth: Said Teacher being certificated to teach in the Public Schools in said County and State hereby contracts with said School District for the school year of _____ months commencing the _____ day of _____ 19____ and said School District hereby contracts to hire said Teacher to teach as herein set forth, in consideration for which said School District will pay to said Teacher the sum of _____ Dollars, payable in _____ equal installments as follows: (1) _____

The services of the Teacher shall consist of teaching in the Public School of said School District; the Teacher shall not be required to perform any other services not connected with the Public Schools. (2) _____

This contract is subject to the terms and conditions of the collective bargaining agreement between the School District and the WLEA which shall be deemed to be a part of this contract.

Tenure in any nonclassroom teaching position is hereby denied.

In Witness Whereof the parties hereto have hereunto set their hands and seals this day and year above written.

(Legal Name of School District)

(3)
By _____ (Name) _____ (Official Position) By _____ (Name) _____ (Official Position)

By _____ (Name) _____ (Official Position) By _____ (Name) _____ (Official Position)

By _____ (Name) _____ (Official Position) By _____ (Name) _____ (Official Position)

By _____ (Name) _____ (Official Position) _____ (Signature of Teacher)

- NOTES. 1. Insert the conditions of payment, "twice each month of the school year", "every month of the school year", or, write in your own method of payments.
2. Insert any other provisions for services desired.
3. It is not required by law that each Board Member sign a Teacher's Contract.