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MASTER AGREEMENT

between

HOWELL BOARD OF EDUCATION

and

WASHTENAW-LIVINGSTON EDUCATION ASSOCIATION

1997-1999

(Extension of 1994-1997 Agreement)

Howell Public Schools

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This Agreement is hereby made this 14th day of October, 1996, 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. The term "District" when used hereinafter shall be deemed to refer to the Howell Public Schools, its board of education and executive and administrative employees.

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 the United States 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.

ARTICLE II

PROFESSIONAL DUES, FEES & PAYROLL DEDUCTIONS

A. Any teacher who is not a member of the Association/Union or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, join the Association/Union or pay a service fee to the Association, pursuant to the Association/MEA's policy regarding objections to political/ideological expenditures: and the administrative procedures adopted pursuant to that policy; provided, however, that every teacher shall authorize payroll deduction for such fee in the same manner as provided elsewhere in the article (paragraph F. below). The service fee shall be in a legally permissible amount not to exceed the amount of Association dues collected from Association members and shall be determined in a legally permissible manner. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the District shall, at the request of the Association, deduct the service fee from the teacher's wages and remit same to the Association.

B. No dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

C. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of said teacher no later than the next payroll date at least seven (7) days after all required documents are submitted and verified, 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.

D. Due to certain requirements in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

E. The Association agrees to indemnify and save the District, and 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 District for the purpose of complying with this article.

The Association has the right to choose the legal counsel to defend any said suit or action. The Association shall have the right to compromise or settle any claim made against the District under this section.

F. Any teacher who is a member of the Association, or who has applied for membership, shall sign and deliver to the District an assignment authorizing deduction of dues, assessments and contributions into the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA constitution, bylaws and administrative procedures. Pursuant to such authorization, the District shall deduct one-twentieth ($1/20$) of such dues, assessments and contributions from the regular biweekly salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year, not to exceed twenty (20) deductions. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth ($1/10$) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the teacher taking paid leave provided for in this Agreement.

ARTICLE III

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 provision is for the purpose of the convenience of the parties and does not operate in derogation of any decision or rule of the Michigan Employment Relations Commission.

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. The negotiating or bargaining representatives shall have 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 IV

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 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 any such rights and privileges.

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

E. The District will periodically review the topic of privacy rights with administrators and teachers to assure awareness of basic privacy principles.

ARTICLE V

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 to 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.
- 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 VI

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. 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 all approved changes.
3. Each current and new teacher will be given an individual copy of all policies currently in effect for which he/she is accountable. Teachers will also be given a copy of all new or revised policies.

ARTICLE VII

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 credited with no more than his/her actual prior teaching experience for placement on the salary schedule, provided however that he/she shall be placed on the salary track reflecting his/her degrees and credits earned. Half steps shall be allowed.

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. To move laterally on the salary schedule from one salary track to the next, course credits must be earned in the field of education after the degree to which the salary track pertains (i.e., BA, MA) from an accredited college or university. Credits may be earned in the following manner:

1. Graduate level courses.
2. Approved programs leading to an additional degree.
3. Approved programs leading to recertification or endorsement, continuing certification or additional certification.
4. Any upper level undergraduate course (300 level or above) or an undergraduate level course taken to satisfy North Central accreditation or State of Michigan accreditation.
5. Any other course credits pre-approved by the District.

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. 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. If additional days are needed, they will be added to the end of the calendar.

- J. For purposes of this contract, part-time teachers shall be defined as those teachers 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 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 VIII

TEACHING CONDITIONS

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

A. Class size

1. 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

- 30 = absolute limit

A-1 c. 1 - 4

- 28/class average/grade level/building

- 29/30 = 3 hours aide/week

- 30 = absolute limit

A-1 d. 5

- 28/class average/grade level/building

- 30 = 3 hours aide/week

- 30 = 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:

	Optimum	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 or fifth grade 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 accommodate additional time requirements. Finances, scheduling and other related problems at the building or district level may also be considered.

B. Aide Time Pool

Total building aide time allocation will be calculated by the formula outlined in Section A. of this article.

1. If a classroom student total is based on regular education students or full-time special education students, the aide time will be allocated to that classroom teacher. (Students are considered to be full time if they are in the classroom for 2-1/2 hours per day or more.)

2. If, on the other hand, the classroom student number is arrived at by including mainstreamed special education students who are in the classroom for less than 2-1/2 hours per day, the allocated aide time will be allotted, but distributed in the manner outlined below. Students who appear on the class list but are mainstreamed only for specials will not cause the awarding of aide time to the regular classroom teacher. That aide time will be part of the building allotment however.

REGULAR ED. COUNT + SPECIAL ED. COUNT		AWARDED AIDE TIME	
		teacher	building
K	28	1 hr/wk	2 hrs/wk
1-4	29/30	1 hr/wk	2 hrs/wk
5	30	1 hr/wk	2 hrs/wk
K	29/30	2 hrs/wk	2-1/2 hrs/wk

3. In this way, a pool of discretionary aide time is created which the building may allocate as it sees fit based on a plan created by the building and following these guidelines.

a. Teachers to whom the discretionary aide time was originally awarded may bid to receive all or a portion of the discretionary aide time.

b. Aide time that comes to the building because of an individual student's IEPC shall not be part of the discretionary aide time pool.

c. The discretionary aide time pool will be recalculated on a monthly basis. (This is to conform to the manner in which all aide time is calculated.)

d. Each building must work with the existing resources. No additional expense must occur as a result of the discretionary aide time plan.

e. The discretionary aide time plan must be developed by a representative group who will draft a proposal for the distribution of discretionary aide time.

f. There must be a broad-based (all staff is suggested) process for approving the allocation of discretionary aide time which includes the building administrator whose responsibility it is to administer the plan.

g. Because the discretionary aide time pool will be recalculated on a monthly basis, the plan must include a monthly review process.

h. The plan must include an in-building appeals process.

i. The plan must recognize that any appeal which fails to satisfy the appealing teacher(s) can be carried to the joint bargaining group for a hearing and disposition.

j. The joint bargaining group will have to decide whether to approve any deviations from the Master Agreement. This proposal does permit buildings to exceed the limit of certain types of special education students in a single room if such a plan passes the building approval process.

C. 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 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 and fifth grade 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 (5-8) 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.

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.

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.

10. Parent-teacher conferences shall be specified in the calendar.

D. 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.

E. Least Restrictive Environment/Medically Fragile

1. Application of this section shall apply to identified special education students in the following categories: SMI., SXI, TMI, POHI, autistic and medically fragile students.
2. Mainstreaming is defined as the placement of an identified special education student into a regular education program for any part of the regular school day.
3. No bargaining unit member shall be required to provide custodial care or school health services (defined as an act or function constituting the "Practice of Medicine" within the meaning of the Public Health Code [MIL 333.17001], except in an emergency situation. If a teacher will be providing instructional or other services to a student listed in subsection d.-1., the teacher or another adult who will be present when the instruction or other services are being provided will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.
4. If any teacher has a reasonable basis to believe that a handicapped student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.
5. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a handicapped student. If a teacher disagrees with the District-determined training and support, the teacher may appeal to a committee composed of two (2) teachers selected by the Association and two (2) administrators selected by the superintendent. The committee shall invite a fifth (5th) person to participate with the committee. The fifth person invited would be the superintendent of the Livingston Educational Service Agency (LESA) or that person's designee. The committee, by majority vote, shall determine the appropriate training and/or support services.
6. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does not agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.

7. The District shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during the time the teacher is assigned to teach a class.

8. The parties agree to meet and confer on the operation of this section and upon formal request of either party, the other party agrees to enter into negotiations on specific issues related to implementation of this section.

ARTICLE IX

INSURANCE

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

Plan A (For employees needing health insurance)

Super Care I
Delta Dental (75/50)
Negotiated Life (\$15,000)
Vision (VSP 2)

Plan B (For employees not needing health insurance)

Delta Dental (75/50)
Negotiated Life (\$15,000)
Vision (VSP 2)

Those teachers selecting Plan B shall also receive \$1,000 per year for purchase of an annuity.

Teachers working one-half (1/2) time or more but less than full time shall receive Super Care I health insurance. The premium shall be prorated based upon the ratio of duty time. The portion of the premium which the teacher is obligated to pay shall be deducted from his/her salary. In addition such part-time teachers shall be given:

Delta Dental (50/50)
Negotiated Term Life (\$5,000)

Teachers working less than one-half (1/2) time shall receive the same insurance available for teachers working one-half (1/2) time or more, except they will not be given Delta Dental.

Part-time teachers who do not elect to receive health insurance shall be entitled to receive an amount toward purchase of an annuity which is based upon the annuity available to full-time teachers receiving Plan B prorated based upon the ratio of duty time. (E.g. 1990-91 annuity is \$500. A one-half time teacher receives \$250 toward annuity purchase.)

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 MEA Financial Services 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 prorata portion of the twelve-month insurance year earned at the time of termination or layoff. A teacher hired after the first required workday of the school year shall be entitled to the above-mentioned benefits, subject to the insurance company's underwriting guidelines.

ARTICLE X

TEACHING ASSIGNMENTS

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

A. To be qualified for an assignment a teacher must satisfy the following:

1. High School:

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.

2. Middle School (grades 7 and 8):

a. Either North Central accreditation standards or State of Michigan accreditation standards, when adopted; OR

b. Until the building is accredited, the teacher has had at least one (1) year experience teaching the subject matter area (i.e., social studies, language arts, math, science, etc.) within the past five (5) years; OR

c. Within one year of notifying a teacher of the teacher's assignment, the teacher must be continuously enrolled in, and successfully completing, at least five (5) semester hours per year in one of the subjects comprising a major part of the teacher's assignment until the teacher satisfies the qualifications in subsection A.-2.-a.

d. The District shall pay for three (3) semester hours per year for a teacher in category b. or c. above, and will pay for three (3) semester hours per year for teachers who are currently meeting accreditation standards but who are taking additional hours to satisfy a District-approved goal and program of school accreditation.

3. Elementary:

Either North Central accreditation standards or State of Michigan accreditation standards when adopted.

B. Each teacher shall, on or before April 1 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 1 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.

ARTICLE XI

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 and 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 for transfer shall be submitted no later than April 1 for the ensuing school year, except requests from teachers involuntarily transferred after that date. 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 30. Any vacancy created during the school year is to be filled by qualified personnel as quickly as possible.

Professional vacancies in the bargaining unit shall be filled giving priority consideration to teachers who have previously (beginning with the 1980-81 school year) been involuntarily transferred or involuntarily reassigned to accommodate the provisions of Article XX provided that such teacher meets the North Central or state of Michigan accreditation standards, 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 XX shall control in the event of conflict with the provisions of this Article.

ARTICLE XII

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 funeral leave.
3. Recognizing problems of scheduling, efficient operation and welfare of both students and teachers, it is agreed that application for leave should be made within a reasonable period prior to such proposed leave. It is further recognized that certain emergency or unforeseen circumstances do not permit definite application and notice. Adequate notice shall not be less than forty-eight (48) hours. This notice should be regarded as minimal and all teachers are encouraged to give the earliest notice possible in any case.
4. The principal shall notify a teacher of the disposition of any application for leave within forty-eight (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 re-employ a teacher returning from a leave of absence if the teacher is subject to layoff pursuant to Article XX.

B. Leaves of Absence Without Pay

1. Child Care/Adoption Leave

Upon written request, a teacher shall be granted a leave of absence without pay for the purpose of child care or adoption. Such request must be made at least four (4) weeks prior to commencement of the leave, however the parties recognize that unforeseen circumstances may require less notice.

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 XII, 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 re-employment, they 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. Teachers having a minimum of seven (7) years' service in the district shall be granted up to one (1) year general leave. Such leaves may be extended an additional year upon mutual consent of both parties. General leaves 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. General leaves solely for the purpose of accepting employment elsewhere shall not normally be granted. 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.

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 XX.

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 ten accumulated leave. Upon 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 overdrawn (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 difference 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 - Teacher 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' salaries. 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, or 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 continuing 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 Schools. 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 Worker's Compensation shall be paid the difference between Worker's 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 XIII

EVALUATION OF PERFORMANCE

Only through a thorough and conscientious evaluation program can administration make well-founded employment decisions. So as to effect as efficient a system of supervision and evaluation as possible, the following procedures will guide and govern the evaluation process::

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 . 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. Evaluations will be based on both formal and informal observations of the teacher. Informal observations are those which occur through normal contact and movement in and on the work site of the teacher and evaluator. Any deficiency informally observed by the evaluator not brought to the teacher's attention within four (4) workdays of that observation shall not be made part of the teacher's evaluation. This shall not preclude mentioning deficiencies noted during the formal observation process in an evaluation nor shall it preclude making suggestions in an evaluation.

E. Any statements in an evaluation found to be invalid, including statements asserting deficiencies, shall be removed from the evaluation.

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 formal 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 and attach a written response.

L. No later than April 4, 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 (20 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 steps 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.

S. All formal observations for evaluation purposes shall be completed prior to the last week of school for students. Observations shall not be conducted on the first and last days of quarters, final exam days, the days before and after vacations or Halloween and Valentine's Day.

T. The evaluation instrument to be used shall be incorporated into and become part of this contract as Appendix A.

ARTICLE XIV

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. in his/her defense.

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 called to the teacher's attention within four (4) workdays. 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.

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 XV

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 in-service may be made directly to the committee or to any of the committee's members.

To this end a system-wide curriculum in-service may be scheduled in the fall and winter. Preparatory meetings shall be held for the purpose of planning for each in-service. The appropriate members of the committees shall be responsible for the presentation and implementation of their particular in-service 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 in-service.

Each committee chairperson shall keep a notebook covering the particular activities in his/her area that year and it 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 photocopy 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 twenty-four (24) hours notification may provide in-services for teachers by shortening the school day.

ARTICLE XVI

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 district-wide policies, rules, regulations or administrative directives may be subject to the following procedure in lieu of that specified above at Step 3.

Within five (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 XVII

SCHOOL YEAR

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

ARTICLE XVIII

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. The District shall provide medical services for the purpose of administering T.B. tests for teachers who are in need of T.B. tests to satisfy state requirements. 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 no 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 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. 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 supersede 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 30 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 VII, Section J.).

When the opening of school is delayed, teachers shall be required to report to work fifteen (15) minutes before the revised scheduled arrival of students.

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 accepts employment 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 give as much notice as possible.

L. The District will strive to offer full media center services whenever school is in session.

ARTICLE XIX

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 (3) years' 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 XX

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 XI, section C., and XII, section B.-3., transfers, promotions, paid 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. Seniority shall not accrue during unpaid leaves of absence and demotions greater than one (1) semester. 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 specifically recognized that it is within the sole discretion of the District to reduce the educational program and curriculum and determine when a reduction in personnel shall occur.

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 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. To be "qualified" a teacher must satisfy the qualification standards in Article X, section A. In addition the following additional qualifications shall apply:

<u>Area(s)</u>	<u>Qualifications</u>
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.
Gifted/Talented Coordinator	Successful experience in the position in the District within the last four (4) years at the appropriate grade level (i.e., elementary, middle or high school), or at least five (5) semester hours of course work appropriate to G/T education within the last four years.
Substance Abuse Coordinator	Successful experience in the position in the District within the last four (4) years or at least five (5) semester hours of course work, or an amount of other District-approved experiences and/or in-services that approximately equates to the five (5) hours of course work.

These qualifications shall apply where the specialized area(s) constitutes a major portion ([more than one-half] 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 XXI

SITE-BASED DECISION MAKING FOR SCHOOL IMPROVEMENT

A. The board and Association agree that employee participation in decision making on school improvement issues through site-based decision-making procedures is a goal which can provide positive results for education. Site-based decision making is a process for involving employees in decision making through joint planning and problem solving. The provisions which follow are agreed to for the purpose of establishing the expressed conditions which shall govern the site-based decision-making process in the Howell Public Schools.

B. School improvement plans submitted to the board of education for approval must be jointly developed and submitted by the building-level administration and staff. It is understood that the building-level administration and staff will be jointly responsible and accountable for the implementation of approved plans. Proposed plans submitted to the board of education for approval must contain the following elements:

1. A mission statement and goals consistent with those of the board of education.
2. A statement that the plan is supported by a clear majority of the building staff.
3. Specifically identify those areas proposed to be within the jurisdiction of the building-level staff along with a statement of purpose and intent for each area and the proposed delivery model.
4. A governance structure which provides equal voting power to the administration and staff.
5. A statement and detailing of budgetary impact.
6. Identify professional development needs (e.g. consensus building, leadership workshops, etc.) and anticipated costs to implement the professional development activities.
7. Provide a schedule for written reports and updates on plan progress to the board.
8. Detail a program evaluation system which places appropriate emphasis on quantitative as well as qualitative measurements (e.g., standardized test results, incidents of student discipline, student drop-out rate, student absenteeism, parent participation, etc.).

9. Must detail provisions of the collective bargaining agreement that are anticipated to conflict with the proposed plan and detail alternative provisions in the form of limited deviations from the negotiated agreement for the duration of the plan. The proposed deviations are subject to the approval by the board and the Association.

10. Must detail any existing board policies and administrative rules which conflict with the proposed plan along with a proposed deviation for the duration of the plan.

11. Must identify the proposed duration of the plan.

12. Must detail a dispute resolution procedure for matters arising out of implementation of the plan.

C. In those instances where a proposed plan is rejected or not renewed by the board of education, the board will identify the reasons for the rejection or nonrenewal.

D. General conditions applicable to site-based decision making/school improvement are as follows:

1. A teacher's professional responsibility shall also include working on curricular or school improvement activities, not to exceed thirty-four (34) hours per year.

2. Each site-based school improvement committee will allocate those hours within each building for individual or whole staff curricular or school improvement activities.

3. The site-based school improvement committee may allocate up to fourteen (14) hours of the thirty-four (34) total hours for building-level in-services. Such in-services will not extend more than two (2) hours beyond the end of the regular day and will normally be scheduled with not less than two (2) weeks advance notice.

ARTICLE XXII

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 upon ratification by the District and Association and shall continue in full force and effect until June 30, 1999.


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

The parties agree to extend the terms and conditions of the 1994-1997 Collective Bargaining Agreement through June 30, 1999.


HOWELL PUBLIC SCHOOLS

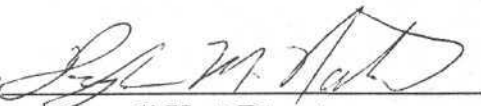
BOARD OF EDUCATION

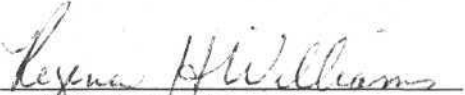
By: 
Its President

By: 
Its Secretary

WASHTENAW-LIVINGSTON EDUCATION ASSOCIATION

By: 
WLEA President

By: 
Howell Unit Director

By: 
WLEA Vice President

By: 
Howell Unit Secretary

SCHEDULE A
1996-97

Step	BA*	BA+15	MA	MA+15	MA+30
1	27,033	28,183	28,642	29,316	30,197
2	29,416	30,497	31,236	32,023	32,985
3	31,800	32,810	33,830	34,729	35,772
4	33,377	34,729	36,083	37,211	38,329
5	34,955	36,648	38,339	39,469	40,654
6	37,211	38,900	40,594	41,722	42,975
7	39,469	41,157	42,850	43,977	45,297
8	41,722	43,413	45,106	46,234	47,621
9	43,977	45,670	47,361	48,486	49,940
10	48,487	49,165	49,614	50,743	52,264
11			54,578	56,379	58,070

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.

MEANS OF CALCULATING SALARY IMPROVEMENT FOR 1997-1998
AND 1998-1999

STUDENT FOUNDATION GRANT ALLOWANCE (SFGA)

SFGA is the basic per-pupil foundation allowance as described in Section 20 as 1 and 2 of Public Act 336. For the purposes of the calculation of the percent increase to be applied to Schedule A salaries in 1997-98 and 1998-99, this shall be the only factor used in said calculation. Excluded shall be revenues from categorical funds, grants, FTE growth and/or all other sources of revenues to the district.

The anticipated grant for 1996-97 is \$5,338 per pupil.

The calculation for the increase in the salary Schedule A for 1997-98 and 1998-99 shall be as follows:

In 1997-98:

$$[\text{SFGA } 1997-98^* - \text{SFGA } 1996-97^{**}] - \text{SFGA } 1996-97^{**} \times .75 = \text{percent to be applied to the 1996-97 salary schedule}$$

In 1998-99:

$$[\text{SFGA } 1998-99^{***} - \text{SFGA } 1997-98^*] - \text{SFGA } 1997-98^* \times .75 = \text{percent to be applied to the 1997-98 salary schedule}$$

The resulting percentage change shall then be applied to Schedule A (base salary schedule) of the previous year.

If the SFGA 1997-98 or SFGA 1998-99 does not increase over the previous year SFGA, there shall be no improvement to the salary schedule. There will be no decrease in the 1997-98 or 1998-99 salary schedules however. There shall be no upward limit to the percent increase if there is an increase in the SFGA in 1997-98 and or 1998-99.

*Determined as soon as the Michigan legislature adopts the final state aid bill for 1997-98.

**As adjusted by the state of Michigan and determined no later than June 30, 1997.

***Determined as soon as the Michigan legislature adopts the final state aid bill for 1998-99.

SCHEDULE B

A. Subject to section J., additional professional service over and above the regular teaching assignment and regular school day shall be compensated per attached schedules.

When calculating this compensation the teacher's step placement will be based upon his/her experience in the sport or program in the District.

B. At the time of initial interview, applicants for Schedule B positions will be given a copy of the job description which will be in effect that year for the position.

C. This schedule does not obligate the District to maintain or create such positions, but is for the purpose of designating compensation if a teacher is so employed.

D. Teachers on Schedule B will be appointed on the basis of experience in that activity in this system. An applicant with less experience may be appointed where superior qualifications exist.

E. Teachers will be assigned to Schedule B duties on a one- (1) year basis and all such assignments are to be vacated immediately following the close of that activity. Teachers will be notified within thirty (30) days after the end of the activity whether or not they will be reassigned to that position.

F. The District may, because of financial reasons, cancel any Schedule B activity, but shall pay the teacher on a prorated basis for services rendered to cut-off day. The District may also remove a teacher from any Schedule B activity for any valid reason provided the teacher is paid on a prorated basis for services rendered.

G. 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 preceding 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.

H. 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.

I. EXTRA SERVICE PAY SCHEDULE

	<u>1996-97</u>
Cafeteria Supervision	\$17.03/hr.
Computer Repair)	22.50/hr.
Certified Adult Education - first year)	17.22/hr.
One or more years)	19.05/hr.
Detention Supervisor	15.49/hr.
Driver Education	19.05/hr.
Intramurals	6.77/hr.

Rates to begin with summer schedule.

J. Grandparent Clause

If a teacher was employed in a Schedule B position during the 1994-95 school year and is continuously employed in that position, the teacher will be paid (1) what he/she was paid for that position in the 1994-95 school year; or (2) in accordance with Schedule B, whichever is greater. When calculating the compensation level at which a teacher's compensation is "grandparented" it will be assumed that the compensation was not prorated due to less than full service. However, the actual compensation paid to a teacher shall be prorated where appropriate.

**Howell Public Schools
Schedule B**

Schedule B - (Co-Curricular)

	Tier 1		Tier 2		Tier 3		Tier 4		Tier 5		Tier 6		Tier 7		Tier 8	
Step 1	900	A	1200	D	1500	G	1800	J	2100	M	2400	P	3000	S	4500	V
Step 2	1100	B	1400	E	1800	H	2150	K	2500	N	2850	Q	3550	T	5300	W
Step 3	1400	C	1850	F	2300	I	2750	L	3200	O	3650	R	4550	U	6800	X
	Fresh. Sponsors So. Class Spons. Head Teacher Literary Magazine Elem Curr Coord Elem Tech Coord		Student Council *		Jr. Class Spons. Bus Supv. Debate Drama Forensics M.S. Yearbook		Vocal Dir. M.S. Band H.S. Yearbook M.S. Area Coord Shop Maintenance Band Auxiliary **		Sr. Class Spons.		Newspaper		Marching Band		H.S. Dept Head	

* Student council may be divided into two portions

** Band auxiliary to be divided into six portions if necessary: Pompon Summer/Winter, Flags Summer/Winter, and Majorettes Summer/Winter

Step 1 0 to 3 years of experience in that activity

Step 2 4 to 6 years of experience in that activity

Step 3 7+ years of experience in that activity

Howell Public Schools Schedule B

Schedule B - Athletic

Head Varsity Coaches

	Tier 1		Tier 2		Tier 3		Tier 4	
Step 1	3,000	A	2,500	D	2,000	G	1,500	J
Step 2	3,800	B	3,200	E	2,600	H	2,000	K
Step 3	4,900	C	4,100	F	3,300	I	2,500	L

Ass't Coaches and Others

	Tier 1		Tier 2		Tier 3		Tier 4	
Step 1	2,100	M	1,750	P	1,400	S	1,050	V
Step 2	2,660	N	2,240	Q	1,820	T	1,400	W
Step 3	3,430	O	2,870	R	2,310	U	1,750	X

Head Varsity Coaches

	Tier 1	Tier 2	Tier 3	Tier 4
V. Wrestling		V. Volleyball	V. Cheerleading	V. Cross Country
V. Football		V. Soccer	V. Baseball	V. Skiing
V. Track		V. Swimming	V. Softball	M.S. Basketball
V. Basketball			V. Hockey	M.S. Track
			V. Golf	
			V. Tennis	

Ass't Coaches and Others

Asst Coach (Sports from above chart)
JV Sports from above chart
Frosh Sports from above chart

Paid at 70% of Head/Varsity Coach Schedule

Step Definition

Step 1= 0 to 3 years of experience of coaching in that sport
Step 2= 4 to 6 years of experience of coaching in that sport
Step 3= 7+ years of experience of coaching in that sport

HOWELL PUBLIC SCHOOLS
CALENDAR
1996-97

Monday	August 26	Teacher Workday
Tuesday	August 27	Students Begin
Monday	September 2	No School--Labor Day Holiday
Tuesday	September 3	Classes Resume
	September	Open Houses to be Scheduled
Friday	October 25	Professional Development - No School
		Quarter I Ends
Monday	October 28	Quarter II Begins
Wednesday	November 27	No School--Thanksgiving Recess
Thursday	November 28	No School--Thanksgiving Recess
Friday	November 29	No School--Thanksgiving Recess
Monday	December 2	Classes Resume
Friday	December 20	Holiday Break Begins (end of day)
Thursday	January 2	Classes Resume
Friday	January 17	Quarter II Ends
Monday	January 20	No School Students--Teacher Workday
Tuesday	January 21	Quarter III Begins
Friday	February 14	Professional Development - No School
Monday	February 17	Winter Break Begins
Monday	February 24	Classes Resume
Thursday	March 27	Quarter III Ends
Friday	March 28	Spring Break Begins
Monday	April 7	Classes Resume - Quarter IV Begins
Monday	May 26	No School--Memorial Day
Monday	June 9	Half Student Day; Half Teacher Workday
Tuesday	June 10	Half Student Day; Half Teacher Workday
Wednesday	June 11	Quarter IV Ends--Half Student Day; Teacher Workday
Thursday	June 12	Teacher Workday

180.0 Student Days
3.0 Workdays
2.0 Professional Development Days
.5 Open House
1.8 Parent/Teacher Conferences
187.3

If Act of God make-up days are needed, they will be added to the end of calendar.

LETTER OF UNDERSTANDING
between
WLEA - HOWELL UNIT
and
HOWELL PUBLIC SCHOOLS

The District and the Association agree, pursuant to Article III of the collective bargaining agreement (section A.) that the following Memoranda of Understanding are the only Memoranda of Understanding which shall continue in force and effect for the duration of the collective bargaining agreement:

1. Spring Musical, 1990, dated November 22, 1989;
2. Memorandum regarding fifth grade teacher preparation time, signed by the parties on August 19, 1988, and on August 25, 1988, with three (3) page attachment;
3. Memorandum regarding band auxiliary sponsor, signed by the parties on February 14, 1989, with one (1) page attachment;
4. Schedule B EVALUATION Instruments, dated May 30, 1989, but changing the title from "Schedule B General" to "Schedule B Non-athletic;"
5. Letter regarding high school work stations; and
6. Letter regarding elementary preparatory time.

Copies of all Memoranda are available to bargaining unit members through the personnel office or the Association.

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WLEA - HOWELL UNIT
POLICY MANUALS

A joint subcommittee chaired by Lynn Parrish will review the policy manual to identify those policies and procedures applicable to teachers. It shall also be the task of that committee to ensure that the policies be "computer ready" to facilitate distribution and modification as necessary.

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WLEA - HOWELL UNIT
EVALUATION PROCESS DEVELOPMENT

1. The development process will be directed by the joint bargaining committee.
 - The joint bargaining committee's first task will be to develop recommendations to the joint bargaining team for a new evaluation form.
 - Two basic parameters are part of this charge:
 - a. The categories for evaluation will be stated as teacher roles, as illustrated in our introductory letter.
 - b. There will be three categories of rating to be applied to teacher performance in each category: "effective," "improvement needed" and "remediation needed."
2. The joint bargaining team will facilitate the following process:
 - a. Step One: Each school faculty will develop a list of teacher role categories to be evaluated. The lists shall be submitted to the joint bargaining team. These should include clarification of the roles where needed.
 - b. Step Two: The joint bargaining committee will then establish the role categories to be used for the district teacher evaluation process.
 - c. Step Three: Each school faculty will develop appropriate definitions, clarifications and/or specifications for each teacher-role category. These will be submitted along with each faculty's recommendations for what categories of evaluates would be appropriate, and what variations in the definitions, clarifications and/or specifications these categories would require.

TIME LINE:

1. Step 1 must be to the joint bargaining committee by November 1, 1994.
2. Step 2 must be completed by February 1, 1995.
3. Step 3 must be completed by April 1, 1995.

4. A new evaluation form and support addenda will be complete and approved by the end of the 1994/95 school year.

We believe that this task is critical to the improvement of student achievement and to the enhancement of the professional standing of our staff. To that end, we value the participation of all of our teachers and administrators during the course of the 1994-95 school year. Appropriate research materials will be made available.

Staff input will be solicited through the site-based committees which will provide time lines to accomplish the following:

1. Identify teacher role expectations; and
2. provide a comprehensive description of teacher performance, behavior, etc. related to the various roles.

Teacher role expectations may include but not be limited to the following:

- human resource
- assessor of student needs
- developer of instructional plans
- implementor of curriculum, instructional plans, strategies and activities
- communicator in the educational process
- evaluator of student progress and instructional purposes
- classroom manager
- a professional

MEMORANDUM OF UNDERSTANDING
 between
 HOWELL PUBLIC SCHOOLS
 and
 WLEA - HOWELL UNIT

The parties agree that, for the duration of this two-year contract, there shall be set aside a total of two hundred ten thousand dollars (\$140,000) which may be expensed by the school buildings' site-based decision-making structures pursuant to the following stipulations:

1. that a portion of the total be divided among the eight (8) school buildings, such that each receive as follows:

<u>Two-year Base Allocation</u>	x	<u>Number of Buildings</u>
High school (\$3,000 x 2 years) = \$6,000		x 1 = \$6,000
Each middle school (\$2,000 x 2 years) = \$4,000		x 2 = 8,000
Each elementary school (\$1,500 x 2 years) = \$3,000		<u>x 5 = 15,000</u>
	Grand Total	\$29,000

2. that the remaining one hundred eleven thousand dollars (\$111,000) be divided by the full-time equivalent number of active teachers as of the beginning of the 1997-1998 school year (and adjusted annually), and apportioned to the school buildings in accordance with each building's full-time teacher equivalency; and
3. that all monies so expensed have as their purpose the improvement of student achievement as determined by the site-based committee in that building.

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WLEA - HOWELL UNIT
GUIDELINES FOR SITE-BASED DECISION MAKING

Definition

Site-based decision making is a process in which a variety of members of the school community collaborate, where appropriate, in identifying problems, defining goals, formulating policy, shaping direction and ensuring implementation of plans which will improve student achievement.

Those individuals who are responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

Team Composition

It is recommended that each site-based decision making team be composed of an equal number of school and non-school employees. An example follows:

<u>Position</u>	<u>Number of Members</u>
Principal	1
Teachers	6
Support Staff	1
Parents	3-4
Students	2
Community Members	1-2
Board Member	<u>1</u>
Total	16

It is suggested that parents select parent representatives and teachers select teachers and participation be voluntary. An association representative could also be a designated teacher. The teachers should represent grade levels or departments appropriate for each building and serve voluntarily. The staff members should be reselected every three years allowing for interested staff to participate.

The exact numbers can be determined at the building level as long as all groups are represented and a balance in the total membership is reached.

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WLEA - HOWELL UNIT
WHAT ARE THE DECISION-MAKING PARAMETERS?

Decisions that are made in Howell Public Schools should reflect a commitment to centralized ends and decentralized means. Each school must document a decision-making process for P.A. 25. When schools are considering how to accomplish exit outcomes, the following questions should be answered:

Is the decision consistent with and supporting of the district mission and school improvement plan?

YES

NO

Reconsider

Is the decision consistent with the state and federal regulations, board of education policies and contract language?

YES

NO

Involve the superintendent's and HEA offices

Can the decision be implemented with existing school resources?

YES

NO

Budget proposal or pursue external resources

Proceed with implementing the decision.

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WLEA - HOWELL UNIT

If decisions are consistent with school code, policy and regulations, the vision and mission, exit outcomes, contract language and the budget, other considerations may include but are not limited to:

- . other parameters included in the school improvement plan
- . a communications plan for sharing the decision and its impact with parents and the school community
- . plans for staff involvement as well as research and development
- . a plan for evaluation

PARAMETERS . . .

As we strive to achieve our mission, the following guidelines are recommended:

- . All programs should be consistent with and support the school improvement plan.
- . Proposals for innovations should be accompanied by:
 1. justification of the need;
 2. identification of intended outcomes;
 3. a cost/benefit analysis;
 4. recommendations (identifications) of resources;
 5. staffing implications;
 6. provisions for staff training;
 7. an evaluation plan;
 8. research and;
 9. explanation of whether the proposal is supplementing, replacing or modifying an existing program.

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WLEA - HOWELL UNIT
SCOPE OF AUTHORITY

1. Allocation of discretionary resources.
2. Recess time.
3. Prep time.
4. Student discipline.
5. Student assessment.
6. Goal setting - accreditation.
7. Student placement.
8. Parent conferences/parent contacts.
9. Recognition programs/special events.
10. Professional development needs/programs (in-services).
11. Interruptions/time on task.
12. Safety issues.

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WLEA - HOWELL UNIT

The Howell Public Schools calendars for 1997/98 and 1998/99 shall be established by the joint bargaining committee with every effort being made to establish a county-wide calendar. In any event, the number of student days and teacher workdays will follow the same pattern as the 1994/95 calendar as follows:

180.0	student days
3.0	workdays
2.0	in-service days
.5	open house
<u>1.8</u>	parent/teacher conferences
187.3	

Revised 7/20/94
12/96

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WLEA - HOWELL UNIT
NEGOTIATIONS PROCEDURES

The parties agree to meet at least quarterly throughout the school year to resolve matters which may arise during the terms of this Agreement. If no agreement is reached, the language contained in the current collective bargaining agreement shall remain in full force and effect. Should laws change during the life of this Agreement, the parties agree to schedule negotiations as soon as possible to resolve the issue(s).

This Contract, Made the _____ day of _____ 19____

BETWEEN _____ of
(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.

TEACHER EVALUATION FORM

Appendix A

Teacher _____ Building _____ Date _____

Tenure Status (Circle): Tenured Non-Tenured

The purpose of evaluation is to assess teaching performance, nurture professional growth and enhance student achievement. Teachers will be evaluated on their ability to perform the "Teacher Roles". "Effective" means satisfactory performance in that teacher role. "Improvement Needed" means that deficiencies exist within that teacher role. "Remediation Required" means that deficiencies are serious enough to require assistance, direction and an improvement plan. Although comments are expected for each role, if "Improvement Needed" or "Remediation Required" is checked, there will be a description of the problem and clarification of the standard to attain effective performance.

Teacher Roles

I. Instructional Planner and Implementer

EFFECTIVE IMPROVEMENT NEEDED REMEDIATION REQUIRED

- A. develops, prepares and implements lessons and materials in accordance with district curriculum
- B. assesses student needs and knowledge
- C. plans assessment mode(s)
- D. correlates short and long term goals

Comments: _____

II. Adaptor to Changes in Education/Society

EFFECTIVE IMPROVEMENT NEEDED REMEDIATION REQUIRED

- A. reflects upon practices
- B. grows professionally
- C. acquires knowledge of educational & societal trends

Comments: _____

III. Utilizer of Methods to Meet Diverse Student Needs

EFFECTIVE IMPROVEMENT NEEDED REMEDIATION REQUIRED

- A. provides for individual academic needs
- B. provides for individual social needs
- C. uses methodologies that are appropriate for different learning styles

Comments: _____

IV. Classroom Manager

EFFECTIVE IMPROVEMENT NEEDED REMEDIATION REQUIRED

- A. promotes a safe and orderly environment
- B. maintains acceptable standards of classroom behavior
- C. creates an environment of mutual respect
- D. maintains appropriate records

Comments: _____

V. Collaborative Communicator

EFFECTIVE IMPROVEMENT NEEDED REMEDIATION REQUIRED

- A. cooperates & shares information & materials with co-workers
- B. promotes constructive staff relationships
- C. promotes constructive parent relationships

Comments: _____

Date _____ Teacher Signature _____

Date _____ Evaluator _____

HOWELL PUBLIC SCHOOLS — TEACHER EVALUATION
ADDITIONAL COMMENTS

DATE: _____

TEACHER: _____

STANDARD	LEVEL	COMMENTS
1.1	1	
1.2	1	
1.3	1	
1.4	1	
1.5	1	
1.6	1	
1.7	1	
1.8	1	
1.9	1	
1.10	1	
1.11	1	
1.12	1	
1.13	1	
1.14	1	
1.15	1	
1.16	1	
1.17	1	
1.18	1	
1.19	1	
1.20	1	
1.21	1	
1.22	1	
1.23	1	
1.24	1	
1.25	1	
1.26	1	
1.27	1	
1.28	1	
1.29	1	
1.30	1	
1.31	1	
1.32	1	
1.33	1	
1.34	1	
1.35	1	
1.36	1	
1.37	1	
1.38	1	
1.39	1	
1.40	1	
1.41	1	
1.42	1	
1.43	1	
1.44	1	
1.45	1	
1.46	1	
1.47	1	
1.48	1	
1.49	1	
1.50	1	

PERFORMANCE APPRAISAL
 SCHEDULE B GENERAL - _____
 School Year _____

Name _____ Building _____ Position _____

Boxes checked indicate the evaluator's appraisal of performance in appropriate areas.

	Satisfactory	Unsatisfactory	Does Not Apply
1. Rapport with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Planning and conducting meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Planning, organization and supervision of activities, performances, publications, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cooperation with administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Care, issue and storage of equipment and supplies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Fulfillment of time requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fulfillment of budget responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Accuracy/quality of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Recommended for continued employment yes no

 Evaluator's Signature Date

My signature acknowledges review of this appraisal.

 Signature of Person Evaluated Date

The person evaluated may submit a written response to this appraisal.

White: Personnel Evaluator: Canary Employee: Pink

PERFORMANCE APPRAISAL
 SCHEDULE B ATHLETIC COACHES - _____
 School Year _____

Name _____ Building _____ Position _____

Boxes checked indicate the evaluator's appraisal of performance in appropriate areas.

PROFESSIONAL AND PERSONAL RELATIONSHIPS	Satisfactory	Unsatisfactory	Does Not Apply
1. Cooperation with building administrators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cooperation with coaching staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Rapport with athletes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Rapport with parents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Conduct at games and practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Emphasis on development of positive values	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COACHING PERFORMANCE			
7. Knowledge of sport			
a. Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Rules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Training and conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Preparation for practices and games	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RELATED COACHING RESPONSIBILITIES			
9. Care, issue and storage of equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Inventory and budget responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Knowledge and observance of school district, league and state rules and policies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Proper safety and first aid practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Supervision of locker room and related areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Cooperation and communication with news media	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Communication of athletic policies to parents and athletes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Promotion of players and program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Professional growth and development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Recommended for continued employment yes no

My signature acknowledges review of this appraisal.

Signature of Person Evaluated _____ Date _____ Evaluator's Signature _____ Date _____

The person evaluated may submit a written response to this appraisal.

White: Personnel Evaluator: Canary Employee: Pink

