

MASTER AGREEMENT

between

HOWELL BOARD OF EDUCATION

and

HOWELL EDUCATION ASSOCIATION

2011-2013

HOWELL EDUCATION ASSOCIATION

2011-2013

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This Agreement is hereby made this 6th day of June, 2011, by and between Howell Public Schools, Howell, Michigan (hereinafter referred to as the District) and the Howell Education Association (hereinafter referred to as the Association). This Agreement is made under the authority of and pursuant to Act 379 of the Michigan Public Acts of 1965.

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 Howell 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.

The parties agree that all terms and conditions of this collective bargaining agreement shall be in full force and effective July 1, 2011 through June 30, 2013.

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, options teachers, special education, remedial reading, art, music and technology teachers, media specialists, social workers and counselors or professional employees who serve in areas where certification is not available or pursuant to an annual or emergency authorization. The Superintendent, Associate Superintendents, Deputy Superintendents, Directors, Principals, Assistant Principals, Athletic Director, PC Applications Specialist/District Trainer 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.
- D. The Association recognizes the central role of the teacher in promoting student achievement. To that end, the Association agrees to meet with administration on a regular basis and to comply with, execute, deliver and share responsibility for federal and state laws for student achievement, and for the implementation of IDEA and Section 504 of the Vocational Rehabilitation Act.

ARTICLE II

PROFESSIONAL DUES, FEES & PAYROLL DEDUCTIONS

- A. Any teacher who is not a member of the Association 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 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 under case law, 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's 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 Association president on behalf of the HEA 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.

No teacher shall suffer discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital status or sexual orientation.

- 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 and email accounts 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. All teachers will be allowed unlimited access to their buildings through individual swipe cards during the time that custodial staff are in buildings. In addition, for weekend use, each building will have a total of six swipe cards, all available to teachers on a sign-out basis. Two cards will be for Saturday use, two for Sunday use and two cards may be used on Saturday or Sunday. It will be the responsibility of the teacher to secure areas of the building that she/he used.

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. Each teacher is accountable for noting, accessing and adhering to all existing, revised or new Board policies, provided all such policies are available on the Howell Public Schools 'G Drive' and up to date. Teachers shall be provided with a copy when new Board policies are adopted or existing Board policies are revised.

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 or other accreditation, state of Michigan accreditation, mandated Highly Qualified status pursuant to No Child Left Behind/Education Yes! and/or any other accreditation program implemented at the district, state or national level.

5. Undergraduate coursework in a single foreign language, sign language or ancient language, provided however that a minimum of fifteen (15) semester hours must be taken in that language (or ancient language group) in order to qualify for track advancement under this section.
 6. Any other course credits pre-approved by the District.
- G. Compensatory time will be awarded to teachers who lose or add to contractual time in any of the following ways:
1. For covering another teacher's class (NB: This provision shall not apply where one or more student members of a teacher's class remain in that class at a time when tutoring or special services would normally have been provided by another staff member).
 2. For adding students from another teacher's class (NB: This provision shall not apply where one or more student members of a teacher's class remain in that class at a time when tutoring or special services would normally have been provided by another staff member). 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
 3. One day of compensatory time shall be awarded where a teacher's building and/or room assignment is changed, and the teacher opts to move his/her classroom materials.
 4. For teaching an extra day for a make-up day (i.e., where a "specials teacher" works a make-up day that requires her/him to teach more than the teaching days required in a given school year.
- H. When one "team teacher" is absent from class on consecutive days. "Teaming" is defined as the regular assignment of two certified educators to the same teaching period. When one such teacher of the team of two is absent without a substitute, the remaining team teacher shall:
1. Cover the period on the first day/instance without compensation. A first-day instance shall be each period when one of the team teachers is absent, following a day when that same teacher was in attendance.
 2. Cover the second (and beyond, consecutive) period(s) at a rate of fifteen dollars (\$15) per hour/period.
 3. Should five (5) first-day instances occur in a given school year, (see 1. above), the covering teacher shall be compensated fifteen dollars (\$15) for all such first-day instances thereafter for the remainder of that school year.
 4. Substitutes will be sought when one or both team teachers are absent.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. For purposes of this contract, part-time teachers shall be defined as those teachers who are assigned less than a full load but who do not share a classroom of children, such as but not limited to, kindergarten teachers who teach one complete class and work only one-half (1/2) day, high school teachers who teach only two (2) complete classes and work two-fifths (2/5) of a day. Pay 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. Contractual class size will be achieved within a reasonable amount of time at the beginning of a semester. Building administrators must be served notice about the overage in order to be able to remedy it. Response time should begin only after this notice is given by the classroom teacher who experiences an overage. Notification from the teacher to the principal shall be in writing and dated and carry the specifics of the overage. Counselors own a critical role in communication between teachers and building administrators. A one-week (5-day) window for remedying class size overages each semester is established. Should the class size overage not be remedied by the end of the one-week window, the teacher having the overage shall be compensated at fifteen dollars (\$15) per period in which the overage continues. In no case shall such an overage occur beyond ten (10) school days. Any violation to this absolute time limit shall require the principal (or designated assistant principal) to report to the affected classroom and to take immediate action to effect this agreement. Any failure to do so will result in a conference between the deputy superintendent for labor relations and personnel and the president of the Howell Education Association for purposes of fashioning appropriate compensation for the aggrieved teacher.
2. It is agreed that at secondary levels, physical education class sizes shall be determined by the number of student bodies assigned to the class, divided by the number of teachers assigned (irrespective of the number of students on a roster). It is understood, however, that the teacher is responsible only for the class limit (and grading for same) number of students, as per contract language.
3. 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. Beginndergarten or any other pre-kindergarten program: 24/class
 - b. K: 27/class
28/class = 3 hours aide/week
29-30/class = 1 1/2 hours aide/week
30/class = absolute limit

- c. 1 – 5: 28/class average/grade level/building
29-30/class = 3 hours aide/week
30/class = absolute limit
- d. Splits (1-5) - 28 absolute limit (except by mutual agreement). Five (5) hours per week of aide time will be provided for each split class.
- e. Special Education - State Guidelines
- f. 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:

- 1. Physical Education: Optimum = 35; Maximum = 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.
- g. 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. On or before April 1 of each year, each middle and high school principal shall meet and confer with building Association representatives to determine the number of work stations in the following areas: science labs, art classrooms, vocational/applied technology rooms, computer labs and applied life skills classes. In the event of a dispute, the matter will be turned over to the Association president and the associate superintendent for labor relations and personnel.

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 fewer 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.

REG. ED. COUNT + SPEC. ED. COUNT	AWARDED AIDE TIME	
	teacher	building
K = 28	1 hr/wk	2 hrs/wk
K = 29-30	2 hrs/wk	2.5 hrs/wk
1-5 = 29-30	1 hr/wk	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 IEP 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. Teacher Work Days

On teacher work days, teachers will determine the location where their work will be completed. School deadlines will determine the final completion time of this work. The

school district will make school facilities available, flexibly and reasonably, to teachers for purposes of meeting the necessary deadlines.

D. Teaching Hours in School Day for 2007-2008 (It is understood that, prior to the expiration of this contract, the parties agree to review the effectiveness of school hours as provided herein.)

1. Elementary Student Report Time to include K ADED and ADAD: 9:10 – 4:04

Student Time:	AM Kindergarten	9:10 – 12:14
	Grades 1-5	9:10 – 4:04
	PM Kindergarten	1:00 – 4:04

Prep Time: Kindergarten
Half-day program

Two 25 min. Specials placed together or two 30 min. specials/week	=	50-60
TOTAL	=	125-135

Grades 1-5 and kindergarten (ADAD)	Four 55 min. specials/week	=	275
	15 min./day with lunch	=	75
	TOTAL	=	350

Specials PE, Tech., Art and Music	55 min./day	=	275
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* = In the event PE/Tech teachers' schedule provide for prep time at end of day (or some agreed upon variance, i.e., 5 min. between classes) then the additional session per week may not be necessary, but in no event shall total prep time fall below 275 minutes per week.

**Kindergarten will be provided Specials to augment prep time when available.

In shared positions, the teacher will be given prep time proportionate to his/her teaching assignment.

- Teachers will have a thirty (30) - minute, duty-free lunch period. Teachers shall not be required to participate in lunch recess supervision, it being understood that after-lunch recess time for students constitutes preparation time for teachers.
- Each elementary teacher shall have the option of participating in up to one (1) fifteen-(15) minute recess period per day approved by the building principal.

4. After consultation with the Association, the commencing and ending times of the elementary school 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.
5. All elementary teachers shall be entitled to at least one (1) fifty-five (55) minute preparation period per school (student) day.
6. Each school day for (6-8) middle school teachers shall be no longer than seven (7) consecutive hours including a thirty (30) minute uninterrupted duty-free lunch period.
7. 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 for a total of two hundred seventy (270) minutes approximately and shall 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, physical education, human services and human growth and development will be limited to no more than thirty-five (35) students per class.

8. 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 for a total of two hundred seventy (270) minutes approximately, and shall have one (1) 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, physical education, human services and human growth and development will be limited to no more than thirty-five (35) students per class.

9. 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 for a total of 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, physical education, human services and human growth and development, shall be limited to no more than thirty-five (35) students per class.
10. 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.

11. Seven Period Secondary Day

Secondary schools will operate on a seven (7) period day. All teachers shall teach no more than six (6) instructional periods and shall have one (1) preparation period. Teachers will be assigned no more than four (4) preps except by mutual agreement.

All secondary school teachers will be limited to no more than one hundred ninety (190) students per day. All teachers except art, music, physical education, human services and human growth and development will be limited to no more than thirty-five (35) students per class.

The day shall be no longer than seven (7) consecutive hours, including a thirty (30) minute uninterrupted duty free lunch. There is no passing time attached to each assigned lunch period.

12. 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. 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.
13. 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.
14. 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.
15. Teachers have an uninterrupted duty-free lunch period. One (1) passing time shall be attached to each assigned 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.

16. The District may institute reasonable and professional methods for teachers to indicate presence or absence from the school building. Teachers shall check their mailboxes at least once a day for mail, messages, bulletins, etc.
17. 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.
18. 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.
19. Amount of time required for parent-teacher conferences shall be specified in the calendar.

E. 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. 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 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.

F. Least Restrictive Environment

1. Eligible student is defined as a student who has been determined to have a qualifying physical, emotional or cognitive disability as determined by a multidisciplinary evaluation team through the IEP process set forth in R.340.1702 of the Revised Administrative Rules for Special Education.
2. Mainstreaming/inclusion is defined as the placement of an eligible student into a regular education class, which includes the skill sets the IEP indicates as an area of need.
3. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any eligible student should participate in regular education programs and services involves considerations of that student's unique needs as determined by the IEP. Although it is agreed that the eligible student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the District does agree to consider how the eligible student's placement will affect teachers when determining the eligible student's placement.
4. Whenever possible, students with special needs will be equally distributed among general education teachers at a given grade level, by team and/or by department, as the case may be. Any deviation from this provision shall require the mutual agreement of the building principal and all affected teachers.
5. The District shall determine the need for a teacher who will be providing instructional or other services to an eligible student to participate in the IEP, 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 IEP, which is scheduled during the time the teacher is assigned to teach class.

6. If any teacher has a reasonable basis to believe that an eligible student's current IEP is not appropriate, that teacher has the right to request that an IEP be reconvened.
7. 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 an eligible 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.
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 the implementation of this section
9. 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 [MCL 33.17001]) except in an emergency situation. If a teacher will be providing instructional or other services to a student, 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.
10. In the event a general education or special education teacher requires assistance with and/or for a special needs student, the teacher will first consult with the building special education case coordinator. If this does not resolve the problem, the teacher may request a meeting with his/her principal and the special education case coordinator. The meeting with the principal will be held no later than five (5) school days (unless not feasible) from the date of the meeting. Emergency events will require immediate attention by the principal.
11. If after consulting with the case coordinator, a teacher still believes that a student's IEP does not meet that student's needs, the teacher may request a staffing meeting which will include the teacher and a building administrator for a reevaluation of the student's plan.

ARTICLE IX

INSURANCE

Members of the bargaining unit shall be covered by MESSA Choices II health insurance. Teachers teaching the full contract year shall be covered, for purposes of insurance benefits, through each August 31. In all other cases, insurance benefits shall be prorated.

Plan A (For employees needing health insurance)

MESSA Choices II, 10/20 Prescription Card Effective July 1, 2010
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)

Effective July 1, 2011, Plan A employees shall make a contribution of \$3,000 per year, equally divided over 21 or 26 payments through pre-tax Section 125 plan. For Plan B employees, cash-in-lieu will be paid at the rate of \$1,000 per year, equally divided over 21 of 26 payments.

Each teacher shall determine, in writing, whether or not he/she wishes to receive the insurance benefit program or cash in lieu of health insurance.

Teachers working one-half (1/2) time or more but less than full time shall receive MESSA Choices II 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 a cash allowance which is based upon the cash allowance available to full-time teachers receiving Plan B prorated based upon the ratio of duty time.

Each teacher shall determine, in writing, whether or not he/she wishes to receive the insurance benefit program or cash in lieu of health insurance.

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.

All teachers will be covered, at district expense, by MESSA Long Term Disability Insurance. Said insurance shall have a waiting period of one hundred eighty (180) calendar days, and shall provide 66-2/3% Schedule A salary replacement coverage, subject to the underwriter's guidelines. At the point at which the employee has exhausted the 180-day long-term disability waiting period, he/she shall not be entitled to further sick bank day withdrawals. Employees who reach the 180-day LTD qualification point must make application for LTD benefits. Employees who have remaining sick leave may, but shall not be required to, delay the onset of the LTD benefit and continue using the personally accumulated sick leave until such time as that leave is exhausted.

403 B ANNUITY

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in the availability of sound investment alternatives to assist them in achieving their retirement savings goals. The parties agree that MEA Financial Services shall be named as one of the vendors under the District's 403(b) plan as appropriate under IRS regulations and subject to the same terms and conditions applicable to other approved investment providers under the District's 403(b) plan.
- B. The Board agrees that, to the extent that it chooses to contract with a third party to perform support services in administering the District's 403(b) plan, bargaining unit members will not be assessed any fee for such services. Bargaining unit members will, however, be responsible for any costs or fees assessed by an investment provider and/or investment sales agent in connection with an investment selected by the bargaining unit member under the 403(b) plan.
- C. All bargaining unit members shall be eligible to participate in the District's 403(b) plan. The District shall adopt and maintain any 403(b) plan applicable to bargaining unit members in compliance with all applicable Internal Revenue Code requirements.

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 (1) year of notifying a teacher of his/her 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 and Grade 6:

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) 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 shall be posted each year in each building for application by teachers in the bargaining unit first. A position shall not be deemed vacant unless the employee (whether bargaining unit or non-bargaining unit) last holding the position resigns or is notified of his/her non-reassignment.

Where vacancies exist in Schedule B sports, the earliest that such vacancies can be considered to be filled are listed below:

Fall/Winter Sports

Football	February 1 of the prior school year
Girls' Basketball	February 1 of the prior school year
All Others	May 1 of the prior school year

Spring Sports

All Spring Sports	October 1 of the given school year
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- 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 an administrative position as defined in Article I, Section A.
<u>Change in assignment</u>	the condition existing when a teacher's assignment is changed within his/her building.
<u>Transfer</u>	the condition existing when a teacher's duty station is changed from one building to another or when a teacher's assignment is changed from general education to special education.

- A. The District recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests 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. 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 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.
- E. In the event that a teacher, having taught in the same building assignment for five (5) years or longer, objects to her/his reassignment, he/she may request a committee review. For purposes of the section, "reassignment" shall be determined by department in grades 9-12; according to subject area in grades 7-8; according to either grade level or subject area for grade 6; and by grade at the elementary level. The review committee shall include a principal from an unaffected building, a teacher appointed by the HEA and the associate superintendent for labor relations and personnel. Where a teacher has five (5) or more years' seniority accrual in the district, the denial of a request for transfer is subject to the same committee review at the teacher's option.

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. Personal leave and compensatory time leave may be combined. 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 or called up for active duty 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. Seniority shall continue to accrue during such periods of absence. 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.
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 irrefutable 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 irrefutable 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.

4. Positions resulting from unpaid leaves granted for the period of one (1) semester or less, and which are taken for the purpose of child care (including adoption), family care or continuing education shall not be posted as vacancies.

Upon return from such leave as described above, the employee shall be returned to the position held immediately before the leave began.

In the event the teacher is on leave during the spring staffing process, he/she shall be placed for the ensuing school year as if he/she had remained an active employee in position.

Should the teacher's position be eliminated during the course of the leave, then he/she shall be reinstated in the customary manner (i.e., to a vacancy for which he/she is certified and qualified, or to the position, held by the most junior bargaining unit member, for which the returning teacher is certified and qualified).

During such leaves of absence as defined in paragraph #1 of this subsection, the district reserves the right to replace the absent teacher with a non-bargaining unit substitute teacher.

Nothing herein shall be construed to modify the collective bargaining agreement between the parties.

C. Leaves of Absence with Pay

1. At the beginning of each school year, teachers will be credited ten (10) sick days. 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. Sick leave may be used only during regularly scheduled, paid days of work. Likewise, sick bank withdrawals can apply only to cover days which are scheduled paid work days.
 - a. Two (2) of the teacher's ten (10) days sick leave received will be credited to the sick leave bank prior to any school year in which the bank's accumulation has fallen below two thousand (2,000) days.
 - b. 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.
 - c. In the event of critical illness in the immediate family as defined in "immediate family death leave" the teacher may be granted up to ten (10) days of the then accumulated leave. Upon request of the District, medical certification may be required from the attending physician.
2. Personal business days: each year each elementary (K-5) teacher will have three allocated personal business days per year, secondary (6-12) teachers will have two allocated personal business days per year. Personal business days may roll over to an ensuing year, not to exceed six. Any days in excess of six will roll into sick leave.
 - a. Only 10% (or 5 persons, whichever is greater) of a given school teaching staff will be accommodated, on a first-come, first-served basis in approval for extension of a holiday vacation period.
 - b. Further, the school district shall not be required to approve more than one extension, per teacher, of a holiday/vacation period in any given school year.
 - c. No teacher shall expect to extend Labor Day weekend holiday through the use of a personal business day.

- d. The following holidays: (Thanksgiving, December Holiday, Winter Break and Spring Break) will be open to use of personal business days. The limitations expressed above shall apply only to these holiday/break periods.
- e. Personal business and comp time leave may be combined with the approval of the supervisor.
- f. Comp time can be used in the increments in which it is earned and shall be earned and used in no less than fifteen (15) minute increments.

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.

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.

- 3. Sick Leave Bank: 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. Sick bank usage shall be limited to one hundred eighty (180) days' maximum lifetime coverage; except, however, where one or more maternity-related disability periods occur, the affected teacher's lifetime maximum shall be increased to two hundred ten (210) days.

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(s) so provided. If such application is not approved, those absences shall be without remuneration.

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.

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

The personnel department will continue to assist the committee in processing claims and in record keeping.

The Association will define, 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.

4. Immediate Family Death Leave - Up to five (5) consecutive days leave in the event of a death in the "immediate family" shall be allowed. "Immediate family" shall be deemed to include parent, spouse, domestic or life partner, child, siblings, grandparent or grandchild. Up to five (5) days leave in the event of a death of in-laws or step relatives of the above. In matters of estate business or other death-related duties, leave days may be distributed in a non-consecutive manner with the approval of the associate superintendent for labor relations and personnel.
5. Adoption/New Father Leave: Up to one (1) week of paid personal sick leave (if available) may be used for this purpose, beginning upon the arrival of the adoptee/child to the home.
6. 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.
7. 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.
8. 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.
9. Association Leave - Teachers who are officers of the Association, Howell Unit and/or MEA will be granted leaves of absence for performing duties of the Association. The Association agrees to pay for the substitutes' 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 two (2) teaching periods 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. In the event an elementary teacher holds the position of Association President, he/she will be given two (2) full release days per week. This time is being granted to facilitate communication between staff and administration--areas of mutual concerns.

10. 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. This payment shall be based on both individual and group limiting their use of sick and personal business time. It shall begin with \$300, \$150, \$75 and \$37.50 for zero (0), one (1), two (2) or three (3) days used, respectively, in any single year. Additionally, there will be an incentive paid for long-term limitation of usage. The following table defines both the annual incentive and long-term incentive amounts:

Annual Average Days* per member	Annual Incentive**	Long-Term Incentive***
>7.8	\$300/\$150/\$75/\$37.50	0
>7.6 & ≤7.8	\$300/\$150/\$75/\$37.50	\$1/day
>7.4 & ≤7.6	\$300/\$150/\$75/\$37.50	\$2/day
>7.2 & ≤7.4	\$350/\$175/\$87.50/\$43.75	\$3/day
>7.0 & ≤7.2	\$400/\$200/\$100/\$50	\$4/day
>6.8 & ≤7.0	\$450/\$225/\$112.50/\$56.25	\$5/day
>6.6 & ≤6.8	\$500/\$250/\$125/\$62.50	\$6/day
>6.4 & ≤6.6	\$500/\$250/\$125/\$62.50	\$7/day
<6.4	\$500/\$250/\$125/\$62.50	\$10/day

*Average of sick and personal business usage per full time member, i.e., total number of district days used divided by the number of full-time equivalent members.

**Four amounts are for 0, 1, 2 & 3 individual absences respect

***Long-term incentives are determined by column one above, the number of years of service and the long-term sick/personal business day usage. The scale below sets the criteria for qualification for the long-term incentive.

<u>Long-term Scale</u>						
Years as of 6/30 of Previous School Year	≤ 10 yrs	10 to ≤ 15	15 to ≤ 20	20 to ≤ 25	25 to ≤ 30	> 30
Paid Beyond	36 days	60 days	84 days	108 days	132 days	156 days
Accrued Sick/ Personal Leave	45 days	75 days	105 days	135 days	165 days	195 days

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

11. 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.

12. 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

Any time that a teacher's performance is not evaluated, it is presumed that said teacher's performance is satisfactory (i.e. all areas are effective on the Howell Public Schools teacher evaluation instrument).

- B. All observations shall be conducted openly and with full knowledge of the teacher. An observation is a visitation for the purpose of assessing performance.
- C. If the evaluator believes a teacher is doing unsatisfactory work, the administrator shall develop with the teacher an improvement plan. It is the responsibility of the District to make a sincere attempt to assist a teacher to improve. Any record of the improvement plan shall be withdrawn from the employee's record after two (2) years if the problem has been satisfactorily resolved.
- D. 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 (2) weeks after the final evaluation has been received by the teacher.
- M. In the event a teacher leaves the employ of the District, the District may require a termination interview with the teacher before recommendations are forwarded.
- N. Whenever written material is placed in a teacher's file, said teacher is to be notified. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, provided, however, that all letters of recommendation shall first be removed. Files shall be centrally located and contain all pertinent information. In cases where a teacher wishes to review his/her file a representative of the Association may accompany him/her.
- O. In the event that a teacher is to be reprimanded, warned or disciplined for any infraction or delinquency in professional performance and such is to be reduced to writing and made part of his/her employee record, then and in such event, the teacher shall be furnished a written copy of such document and shall be entitled to have present, upon request, a representative of the Association. The teacher shall have an opportunity to file a response thereto, and said response shall become part of said file. A written evaluation is not to be construed to constitute a reprimand, warning or discipline, for purposes of this section. A teacher shall have the right to file a written response to any evaluation and said response shall become part of said file.
- P. All personnel employed on Schedule B shall be observed during the course of the activity. All persons holding Schedule B positions shall be evaluated no later than ten (10) days after the conclusion of the activity. A copy shall be provided to the person evaluated. The written evaluation shall be reviewed and filed by the District.
- Q. The building principal and/or assistant is responsible for written evaluations entailing all areas enumerated in the evaluation instrument of all professional employees assigned to his/her building. After every evaluation, a list of those teachers evaluated whom the principal feels need help and direction will be submitted to the Association. The names contained therein will be

considered a responsibility of both the administration and the Association in determining the areas of difficulty and the help needed to correct the situation. The principal and the Association shall suggest steps to be taken to rectify any professional difficulties noted.

- R. 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.
- S. 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.
- 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. Any teacher discipline at the verbal warning level that has been placed in his/her personnel file shall be removed after two (2) years when no further incidents of a similar nature have occurred.
- F. 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.
- G. 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.
- H. 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 personal long distance calls shall be made without the District's approval.
- I. 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 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.

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 of 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 workdays. 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.

	174.5	Student Days (including ½ days)
	5	Professional Development Days
0.5 (<2 hrs.)		Open House to be scheduled by week by level in September
1.0 (6 hrs.)		Fall Parent-Teacher Conferences
.5 (3 hrs.)		Spring Parent-Teacher Conferences to be scheduled by building

181.5 Total

Prof. Dev. Days (5)

369 min. (174 full student full days)	=	64,206 min.
369 min. (5 Prof. Dev. Days)	=	1,845 min.
187 min. (1 – ½ students days)	=	187 min.
185 min. (1/2 day kindergarten)	=	
	Total	66,238 min. = 1,103.97 hrs.

ARTICLE XVIII

MISCELLANEOUS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. If school is called because of an Act of God day, a teacher who has requested a personal business day, a sick day or comp 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 L.).

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.

- I. 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.

- J. 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 his/her present salary for each week employed. The District shall give as much notice as possible.
- K. The District will strive to offer full media center services whenever school is in session.
- L. It will be the responsibility of the school district to plan and provide professional development for its teaching staff.
- M. Elementary report cards and grades shall be computerized. The District and the HEA will continue to bargain over the development of elementary report cards.
- N. Intellectual property rights: The District agrees to pay summer curriculum development rates to District-approved, proposing teachers for purposes of creating/completing instructional lessons/units/courses, online offerings, etc. The District owns any products resulting from said paid work.

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, permanent, continuing or professional 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) at their discretion for classroom benefit.

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 basis of seniority, certification and qualifications as defined herein. The board shall make involuntary transfers and reassignments of more senior teachers to maximize the retention of the most senior teachers.

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

- d. For layoffs effective after the sixtieth (60th) calendar day following the first scheduled day for teachers, layoffs will occur on the basis of list A.
 - e. For layoffs effective on or before the sixtieth (60th) calendar day following the first scheduled day for teachers, those individuals whose names appear on both list A and B shall be laid off. Teachers whose names appear on list B but not list A, and who have more seniority than the least senior teacher on list C, shall not be laid off. Further, except as provided herein, utilizing the staffing schedules followed to compile list A, teacher(s) on list C shall be administratively placed in teaching position(s) held by the least senior teacher(s) employed in position(s) for which the teacher(s) on list C are certified and qualified.
 - 1) Administrative placement of teacher(s) on list C shall not occur where it would result in the layoff of a teacher with more seniority than the list C teacher being administratively placed.
 - 2) Administrative placement of a teacher on list C shall not be required where it would necessitate transfer or reassignment of teacher(s) to or from positions in the following areas: special education, foreign language, business and community education counselor.
- E. The Association shall have the right to review the reduction list prior to notification of the individuals involved. After the reduction list has been prepared by the board, the Association and board shall review said list and attempt to resolve any or all conflicts. In the event of a dispute concerning the reduction list, the Association shall have the right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting during which such review took place.
- F. Laid-off teachers shall be recalled to vacancies for which they are certified and qualified on the basis of seniority. The teacher's certification and qualifications shall be those as of the date the notice of recall is sent. A laid-off teacher will be maintained on the recall list for a period of two (2) years after which the teacher shall be entitled to recall only if entitled by law.

- G. The District shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the District of any change in address. The teacher's address as it appears on the District's records shall be conclusive when used in conjunction with layoffs, recall or other notice to the teacher. If a teacher fails to report to work within twenty (20) calendar days from the date of sending of the recall notification, unless an extension is granted in writing by the District, said teacher shall be considered as a voluntary quit and shall thereby terminate the individual teacher's employment contract and any other employment relationship with the District.
- H. No teacher shall be laid off pursuant to a necessary reduction in personnel unless the teacher has been given written notification thirty-five (35) calendar days prior to the effective date of the layoff.
- I. The board will cooperate with the Association to assist all teachers involved in the reduction to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.
- J. Definitions:
1. "Certified" is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels.
 2. To be "qualified" a teacher must satisfy the qualification standards in Article X, section A. In addition the following 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.

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

- K. Any teacher involved in a staff reduction shall, upon return, have all previously accrued benefits reinstated, if said teacher has complied with the terms of the recall procedures.
- L. Nothing contained herein shall be construed to require the board to change schedules or change the classes or subjects of which a teacher's assignment is composed.

ARTICLE 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 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.

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, 2013.

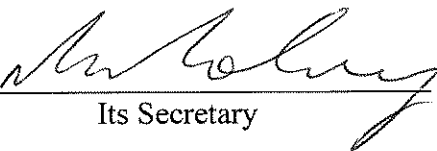
SIGNATURE PAGE: 2011-2013 AGREEMENT

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

HOWELL PUBLIC SCHOOLS
BOARD OF EDUCATION

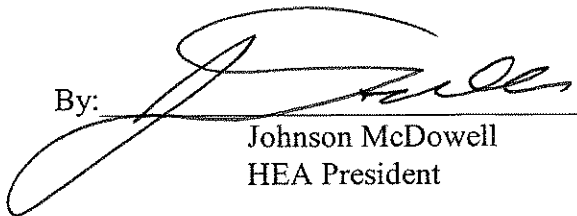
By: 
Its President

Date: 6-6-11

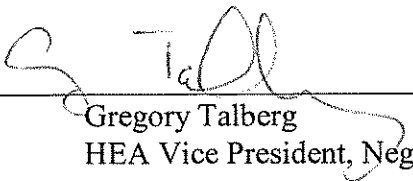
By: 
Its Secretary

Date: 6-6-11

HOWELL EDUCATION ASSOCIATION

By: 
Johnson McDowell
HEA President

Date: 6-6-11

By: 
Gregory Talberg
HEA Vice President, Negotiations

Date: 6-07-11

**Howell Public Schools
Salary for Teachers for 2011-2013**

Step	BA Salary	BA+15 Salary	MA Salary	MA+15 Salary	MA+30 Salary
1.0	37,452	38,978	39,587	40,480	41,647
1.5	38,581	40,155	40,783	41,706	42,909
2.0	39,183	40,805	41,452	42,405	43,644
2.5	40,384	42,055	42,724	43,706	44,987
3.0	40,530	42,253	42,941	43,951	45,273
3.5	41,807	43,583	44,292	45,336	46,698
4.0	43,083	44,915	45,646	46,720	48,126
4.5	44,440	46,330	47,084	48,192	49,640
5.0	45,798	47,746	48,523	49,664	51,156
5.5	47,240	49,250	50,050	51,227	52,769
6.0	48,682	50,752	51,579	52,793	54,380
6.5	50,216	52,351	53,205	54,456	56,092
7.0	51,750	53,950	54,828	56,120	57,804
7.5	53,380	55,649	56,557	57,887	59,625
8.0	55,008	57,348	58,284	59,655	61,448
8.5	56,742	59,155	60,118	61,533	63,382
9.0	58,475	60,962	61,954	63,412	65,319
9.5	61,404	63,098	63,905	65,410	67,376
10.0	64,333	65,233	65,857	67,408	69,432
10.5	64,494	65,396	69,137	71,105	73,241
11.0	64,655	65,560	72,414	74,804	77,048
11.5	64,735	65,641	72,595	74,991	77,241
12.0	64,816	65,723	72,776	75,178	77,433
12.5			72,867	75,272	77,530
13.0			72,958	75,366	77,626

For the contract period 2011-2013 there is a freeze in movement of salary step increments. On 7-1-11 teachers will be on the salary step they were on at the end of 6-30-11 and will remain on the step for the duration of the contract.

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.

Half-day Kindergarten Teachers: In the event that teachers work a fraction of a day beyond 0.5 FTE, said teachers shall be compensated proportionally for any additional time in their teaching schedules beyond 0.5. Preparation time for these half-day kindergarten teachers will be one-half (.5) that afforded to all-day, alternate day kindergarten teachers.

*Also annual vocational authorization.

SCHEDULE B

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

G. EXTRA SERVICE PAY SCHEDULE

	<u>2011-2012</u>
Cafeteria Supervision	\$21.99
Computer Repair	29.08
Certified Adult Education - (First year)	22.25
(One or more years)	24.62
Detention Supervisor	20.01
Driver Education	23.32
Intramurals	8.74
Weight Room/High School Gym Supervision - (First year)	16.04
(One or more years)	17.81
Graduation Coordinator Stipend	538.54

2009-2011
HOWELL PUBLIC SCHOOLS
SCHEDULE B

2.25%

SCHEDULE B - NON-ATHLETIC

	TIER 1	TIER 2	TIER 3	TIER 4
	2009-2011	2009-2011	2009-2011	2009-2011
Step 1	1164	1550	1938	2326
Step 2	1422	1810	2326	2778
Step 3	1810	2390	2971	3553

	TIER 1	TIER 2	TIER 3	TIER 4
Fr. Class Sponsor		Student Council*	Debate	Band Auxiliary**
Head Teacher		Science Olympiad	Drama	Shop Maintenance
Literary Magazine		Quiz Bowl	Forensics	Vocal Director
So. Class Sponsor			Jr. Class Sponsor	H.S. Student Council
Elem. Curric. Coord.			Bus Supervisor	H.S. Yearbook
Elem. Techn. Coord.			M.S. Yearbook	M.S. Area Coord.
Bldg.Coord. - Creative			Annual Dramatic	M.S. Band
Problem Solving			Production	Musical Director
Musical Asst. Dir.-Band				
Musical Asst. Dir.-Vocal				
Musical Asst. Dir.-Set Design				
Culinary Arts Catering				
*** NCA Chair				
H.S. Interact Advisor				
Team Success				
Mock Trial				
SADD Club				
Engineering Club				

SCHEDULE B - NON-ATHLETIC CONTINUED

	TIER 5	TIER 6	TIER 7	TIER 8
	2009-2011	2009-2011	2009-2011	2009-2011
Step 1	2714	3100	3876	5814
Step 2	3232	3682	4587	6848
Step 3	4135	4717	5879	8784

	TIER 5	TIER 6	TIER 7	TIER 8
Sr. Class Sponsor		Newspaper	Marching Band	H.S. Department Head
			Distr.Coord. - Creative	
			Problem Solving	

* Student Council may be divided into two portions.

** Band Auxiliary to be divided into four portions if necessary:
(Flags - Summer/Winter, Majorettes - Summer/Winter)

***NCA - each school building will be allocated an annual amount, equal to Tier 1, Step 3, to be used to compensate a building NCA/Target Goal Personnel.

Person previously holding position has first rights to that position when the district reinstates the position. Upon reinstatement of the position, person shall be placed on tier and step he/she would have achieved had position not been eliminated.

STEP DEFINITION:

- Step 1 = 0 to 3 years of experience in that activity
- Step 2 = 4 to 6 years of experience in that activity
- Step 3 = /+ years of experience in that activity

2009-2011

**HOWELL PUBLIC SCHOOLS
SCHEDULE B**

SCHEDULE B - ATHLETICS

HEAD VARSITY COACHES

	TIER 1	TIER 2	TIER 3	TIER 4
	2009-2011	2009-2011	2009-2011	2009-2011
Step 1	1938	2584	3231	3876
Step 2	2584	3360	4135	4911
Step 3	3231	4264	5298	6331

ASSISTANT COACHES AND OTHER

	TIER 1	TIER 2	TIER 3	TIER 4
	2009-2011	2009-2011	2009-2011	2009-2011
Step 1	1357	1810	2261	2714
Step 2	1810	2350	2894	3437
Step 3	2261	2985	3708	4430

CATEGORIES

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

ASSISTANT COACHES AND OTHER

* Assistant Coach (Sports from above Chart), *JV Sports from above Chart, *Freshman Sports from above chart paid at 70% of Head/Varsity Coach Schedule

* Bowling is included in Schedule B, effective with school year 2004-2005, with tier placement to be determined by the application of existing sports assessment criteria.

STEP DEFINITION:

- 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

CALENDAR

The parties have agreed to convene a committee within thirty (30) days of April 16, 2012 to develop the 2012-2013 calendar.

HOWELL PUBLIC SCHOOLS CALENDAR 2011-2012

AUGUST

TBD		High School Orientation
TBD		Middle School Orientation
Tuesday	August 30	Professional Dev Day#1
Wednesday	August 31	Professional Dev Day#2
		CI, Begindergarten & Kindergarten Open House

SEPTEMBER

Tuesday	September 6	Quarter 1 Begins
Thursday	September 8	Grades 1-5 Open House
Tuesday	September 13	High School Open House
Thursday	September 15	Middle School Open House

OCTOBER

October 11,12,13,18,19 MEAP

NOVEMBER

Friday	November 4	Quarter 1 Ends
Monday	November 7	Quarter 2 Begins
Wednesday	November 9	Secondary Evening Conferences 4:30pm-7:30pm
Thursday	November 10	Elementary Evening Conferences 4:30pm-7:30pm
Wednesday	November 16	Elementary Conferences 4:30pm-7:30pm
Thursday	November 17	Secondary Evening Conferences 4:30pm-7:30pm
Wednesday-Friday	November 23-25	NO SCHOOL – Thanksgiving Break
Monday	November 28	NO SCHOOL – Professional Dev Day #3
Tuesday	November 29	Classes Resume

DECEMBER

Thursday-Friday	December 22-30	NO SCHOOL – Holiday Break
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JANUARY

Monday	January 2	NO SCHOOL – Holiday Break
Tuesday	January 3	Classes Resume
Monday	January 16	NO SCHOOL – Martin Luther King Jr. Day
Friday	January 20*	*Quarter 2 Ends
Monday	January 23	NO SCHOOL – Teacher Work Day
Tuesday	January 24	Quarter 3 Begins

FEBRUARY

Monday	February 20	NO SCHOOL – Professional Dev Day #4
Tuesday	February 21	Classes Resume

MARCH

Tuesday	March 6	Grade 11 STUDENTS FULL DAY, Teachers Full Day, 9 th -10 th &12 th NO SCHOOL
Wednesday	March 7	Grades 9&11 STUDENTS HALF DAY, Teachers Full Day, 10 th &12 th NO SCHOOL
Thursday	March 8	Grades 10&11 STUDENTS HALF DAY, Teachers Full Day, 9 th &12 th NO SCHOOL
Thursday	March 15	High School Conferences 4:30 pm – 7:30 pm
Wednesday	March 21	Middle School Conferences 4:30 pm – 7:30 pm
Thursday	March 22	Elementary Conferences 4:30 pm – 7:30 pm
Wednesday	March 28	Quarter 3 Ends
Thursday	March 29	Quarter 4 Begins

APRIL

Friday-Friday	April 6-13	NO SCHOOL – Spring Break
Monday	April 16	Classes Resume

MAY

Friday	May 11	NO SCHOOL – Professional Dev Day #5
Monday	May 28	NO SCHOOL – Memorial Day

JUNE

Thursday	June 7	Quarter IV Ends
175.0	Student Days K-8	172 Student Days 9-12
5.0	Professional Development Days K-8	8 Professional Development Days 9-12
2.0	Open House/Conference Days K-12	

* assumes satisfaction of hour requirements

** assumes that excess Act of God days will be made up after June 10

MEMORANDUM OF UNDERSTANDING
between
THE HOWELL PUBLIC SCHOOLS BOARD OF EDUCATION
and
THE HOWELL EDUCATION ASSOCIATION

RE: School Reform: A Continuing Discussion

August 22, 2005

Notwithstanding the fact that a collective bargaining agreement is in place for the 2005-2006 school year, the parties agree that it is desirable to continue to meet and confer about the impact of school reform initiatives upon the terms of future collective bargaining agreements. To that end, the parties agree to meet at least quarterly, at times and places of mutual agreement.

By: _____
For the District

By: _____
For the Association

Date: _____

TENTATIVE AGREEMENT ADDENDUM
Dated August 22, 2005

The parties agree that there shall be no impediments to the proper and lawful exercise of the duties of management and labor. With this understanding, the parties further agree that, as a component of the Tentative Agreement for school year 2005-2006, the Association and the District shall withdraw and cancel any and all Unfair Labor Practice Charges and/or other litigation over requests for information pursuant to the Freedom of Information Act as of this date.

By: _____

By: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
Between
THE HOWELL PUBLIC SCHOOLS BOARD OF EDUCATION
And
THE HOWELL EDUCATION ASSOCIATION

RE: Elementary Preparation Time and Bargaining Unit Work

August 23, 2005

Whereas: The 2005-2006 Collective Bargaining Agreement between the parties provides for guaranteed fifty-five (55) minute daily preparation periods; and

Whereas: The Employer has determined that a sufficient number of appropriately certified staff to effect these agreements are not available as of the date of this Memorandum;

The Parties Therefore Agree as Follows:

1. For school year 2005-2006, the Employer will employ substitute teacher staff as needed to provide the guaranteed preparation time;
2. Effective with the 2006-2007 school year, all staff assigned to each elementary building by virtue of this preparation time guarantee shall be certificated staff and members of the bargaining unit.

By: _____
For the District

By: _____
For the Association

Date: _____

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

1. Letter regarding high school work stations; and
2. Disclosures under FOIA, dated 11-21-96; and
3. Section 125 Cafeteria Plan, dated 2-13-97; and
4. Options Program, dated 6-17-98; and
5. Compensation for extra-contractual service, dated 7-1-98; and
6. Self-contained special education program preparation time, dated 12-14-98; and
7. Middle school vocal music class size/teacher conditions, dated 12-14-98; and
8. Policy Manuals.
9. Student Assessment
10. Fifth Grade Camp
11. Elementary specials and Preparation Time
12. Administrative Internships
13. Ninth Grade Campus Travel Time
14. Resignation Incentive Plan, dated 2/26/04
15. Child Care Leaves

The parties believe that the foregoing Memoranda constitute the body of understandings which exist. In the event, however, that either party discovers any additional memoranda or letters of understanding which may have relevance, then and in such event the parties shall meet to determine whether or not to effect the memoranda. It is understood that relevant and applicable memoranda shall be given force and effect.

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

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
HOWELL EDUCATION ASSOCIATION
NEGOTIATIONS PROCEDURES

The parties agree to meet at least periodically 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).

MEMORANDUM OF UNDERSTANDING
BETWEEN
HOWELL BOARD OF EDUCATION
AND
HOWELL EDUCATION ASSOCIATION

WHEREAS: Current statutes and case law require school districts to disclose certain public records which are personnel records; and

WHEREAS: The parties to this Memorandum agree that employees have a valid interest in the handling and, in particular, the disclosure of records pertaining to them; and

WHEREAS: The parties to this Memorandum agree that the school district's actions must in all cases comport with law;

THE DISTRICT AND THE ASSOCIATION hereby adopt the following understandings and agreements:

1. Currently, the district is in possession of files and records, which are personnel documents maintained at the central office level and at the building level, including the athletic office.
2. Presently, under federal and Michigan law as interpreted in current case law (on appeal), there exists wide latitude as to what a member of the public may access through FOIA; however certain exceptions and redactions remain in effect which limit disclosure.
3. Given the sensitivity of personnel records, it is most desirable to designate that the sole, official personnel record of each employee is the record which is kept at the central office level, under the direction and supervision of the Deputy Superintendent handling personnel matters.
4. In the best interest of all concerned, building files shall contain only that information which reiterates material kept in the central file (such as copies of evaluations) and notes and similar material which are advisory or preliminary in nature and thus not disclosable.
5. Until further clarification is furnished through court decisions, it is likely that an employee or representative union may seek to restrain or limit release of information through the legal system. For this reason, the school district will not disclose personnel documents requested under FOIA until the full five business-day period provided under current law has elapsed. The district will not, however, request any time line extension unless it cannot produce the requested information without such extension. Whenever a FOIA request, whether verbal or in writing, is received by the district, it shall be forwarded immediately to the personnel office and both the affected employee and the Association will be notified as soon as is feasible.

6. At whatever time statutes and/or judicial interpretations have the effect of modifying any of the provisions of this Memorandum, the parties will meet to ensure that these understandings comport with law.

By: _____
for the Association

By: _____
for the District

Date: _____

MEMORANDUM OF UNDERSTANDING BETWEEN
THE HOWELL PUBLIC SCHOOLS AND
THE HOWELL EDUCATION ASSOCIATION

WHEREAS: These parties agreed that a pilot program entitled "Options" would be established for the 1996-1997 school year, to provide afternoon/evening programs for high school aged youth, taught and administered by the Howell Community Education staff; and

WHEREAS: These parties agreed to review the results of the Options Program prior to the expiration of the school year, to consider, among other issues, the perceived value of the program, attendance and performance data, future plans for the program (if any) and the Association's interest in staffing bargaining unit members as teaching staff assigned to the program; and

WHEREAS: Said review has taken place, with further reporting of student results expected during the current marking period;

NOW THEREFORE BE IT RESOLVED:

1. That the pilot program be extended through the 1997-1998 school year, with the same staffing arrangements as in the current pilot year;
2. That appropriate surveys and other studies be undertaken to ascertain the interest of students, staff and parents in having curricular offerings available during non-traditional hours;
3. That the parties meet periodically to review the outcome of such studies, and to make determinations which include, but are not limited to, what course(s) of studies to offer, if any, on a flexible schedule, the role of the bargaining unit in developing and implementing the course(s) of studies, and the scheduling and staffing of such curricula.

MEMORANDUM OF UNDERSTANDING
Between
THE HOWELL EDUCATION ASSOCIATION
and
HOWELL PUBLIC SCHOOLS

Re: Compensation for Extra-contractual Service

The parties agree that teachers performing approved extra-contractual duties shall be compensated at the prevailing substitute teacher rate, based upon the following conditions and understandings:

1. That such duty shall have staff development as its purpose; and
2. that the staff development activity have the prior approval of the appropriate building principal or central office administrator; and
3. that the staff development activity be voluntary.

Memorandum of Understanding Between
The Howell Public Schools and
The Howell Education Association
Preparation Time Provision

Notwithstanding the modifications to Article VIII, Teaching Conditions, for the 1998-2000 Collective Bargaining Agreement, the parties agree as follows:

Teachers of self-contained special education classes shall have preparation time equivalent to that of regular education teachers at the same grade level(s).

Contract Addendum and Settlement Agreement
Between the Howell Education Association
And
The Howell Board of Education

Effective with the 1998-1999 school year, the following terms shall apply to middle school vocal music classes:

1. Class size shall not exceed fifty (50) students per class period, except, however, that upon the mutual consent of the teacher and the principal, the class size may be increased to an absolute maximum of sixty (60) students.
2. The teacher's total daily vocal music assignment shall not exceed a maximum of three hundred (300) students. In the event that the teacher's teaching assignment includes classes other than vocal music classes, then the assignment maximum shall be calculated on a pro-rata basis based upon the number of vocal music classes.
3. Whenever the vocal music classes exceed the prevailing middle school general class size limits, then two (2) hours' accompanist time per week per grade level shall be provided, and up to fifty (50) hours' additional accompaniment time shall be provided during the school year.

03.09.04

1. **Alternative Assessment:** measurements, which transcend paper and pencil tests to allow students to demonstrate acquired knowledge and skill. Examples include portfolios, demonstrations, performances, solutions, exhibitions, projects, group processes, and challenges.
2. **Assessment:** a process for examining growth in learning, from prior learning to new learning.
3. **Authentic Assessment** a method for allowing students and teachers to check what they have learned in a given setting, basing that learning on real-life work-situations.
4. **Criterion Referenced Test:** an assessment that contains items that are matched to specific teaching and learning outcomes. The MEAP is an example.
5. **Test Data:** Information, in education, collected for the purpose of learning more about the performance / achievement of students through assessment.
6. **Data Analysis:** Educator-examination of test information for the purpose of learning about students' performance / achievement to improve teaching, learning, and / or assessment.
7. **Data Driven Decisions:** Educator judgments, based in information gathered and examined for the express purpose of affirming and / or changing practice and policy.
8. **Decile:** a ten percent band of scores (data) on a scale of 100 percentage points. Often these bands are used to categorize clusters of scores on an assessment instrument.
9. **Education YES!:** the State of Michigan's current system for gathering school-based self-assessment and combining it with MEAP results to fashion letter grades for schools.
10. **External Assessment:** tests (of students) which emanate from a corporation or governmental agency to determine how a school district's children are performing against established criteria and / or in concert with similarly aged- or graded-students.
11. **Formal Assessment:** typically published, printed tests, given in a confined time for a defined population, for the purpose of learning about the teaching and learning success rate in a given school district.
12. **Gap Analysis:** a purposeful examination of student-group performance through the difference between the percentage of students choosing the correct answer and those choosing the incorrect answer-choices. This examination can also lead to conclusions about the REASONS that students have chosen the correct or incorrect responses.
13. **IDEA:** The Federal Law: Individuals with Disabilities Education Act
14. **Informal Assessment:** typically, those tests / quizzes / learning monitoring-measurements that occur in classrooms and which are composed / created and given by teachers to check learning and teaching effectiveness, performance, and achievement.
15. **Internal Assessment:** those testing-initiatives that are created / composed by educators within a school or a school district to learn about the efficacy of instructional practice, curriculum, student achievement.
16. **Item Analysis:** educators' purposeful examination of each question on an assessment to check its accuracy, validity, and worth for continued inclusion for use with students in the future. Often the percentage of those students answering a question incorrectly over time will lead to the item's modification or to its elimination from an assessment instrument
17. **MEAP:** the acronym for the Michigan Educational Assessment Program; currently, this criterion-referenced test is used to satisfy the State of Michigan's Education YES! Report Card for each school as well as to satisfy the achievement mandates for students, set in the Federal No Child Left Behind.

18. **Measurement:** the act of determining student growth or improvement in learning on a given assessment instrument by comparing performance over time and / or comparing student success in relation to the test's items.
19. **MI ACCESS:** a State of Michigan assessment instrument intended for use with special education students whose IEP's / special education classification suggests that the MEAP will not be of benefit to those students.
20. **Mini-MEAP:** an in-district initiative, which matches incremental teaching of State, benchmarks to assessment items to check student-progress, over time, to determine possible performance on the high-stakes MEAP.
21. **MLPP:** acronym for the Michigan Literacy Progress Profile, a process for following, over time, students-acquisition of reading, writing, listening, and language skills.
22. **NAEP:** National Assessment of Educational Progress: this test is required under NCLB.
23. **NCLB:** the acronym for the 2002 Federal Law: No Child Left Behind. The law mandates that States and school districts and schools within those States demonstrate, through the use of assessment, adequate yearly progress toward ALL students meeting or exceeding the standards of that assessment. The law also calls for consequences for poor performing districts (including choice) and for standards for expecting highly qualified personnel for instructional work with students.
24. **Norm Referenced Test:** an assessment device, typically produced and published by a private company, which aims at learning about a district's students against a broader (national) peer group of exact age and grade as the local district's students. Such tests have undergone pilot use to "norm" each test item. The pilot group's performance is then used to "weigh" non-pilot students' achievement. Examples include the MAT, the SAT, the ACT, NAEP and the PSAT.
25. **NCA:** the acronym for the North Central Association, an accreditation agency which affirms the performance of schools and school districts in a 17-state region of the central part of the United States.
26. **Objective Assessment:** the use of multiple choice, short answer, true-false, matching and other "framed" testing items to learn about students' acquired knowledge and skill. These assessments usually have a readily identifiable, logical right or wrong answer.
27. **On-Line Assessments:** the use of computer technology to allow learners to demonstrate, via a test instrument, what they know or can do. Such assessment has the potential, additional benefit of permitting data aggregation and analysis at a central electronic collection point.
28. **Quartile:** the division of assessment results into clusters of 25 percent, allowing educators and psychometricians to analyze student performance through percentage scores.
29. **Quiz:** an intentionally brief, significantly lightly weighted assessment, created and used by classroom teachers, to monitor student learning over short periods of instructional time.
30. **Paper and Pencil Test:** the most common method of assessing student performance in schools. Often associated with scan sheets which make such test answer sheets quickly corrected, electronically. Such testing can be either objective or subjective in nature.
31. **Percentile:** The one-unit increments on a 100-point continuum. Percentile scores are often used to assess student (or school) performance / achievement against the performance of other students and / or other schools who undertook similar or identical testing.
32. **Portfolio:** a form of alternative assessment through which students collect/produce representative artifacts, symbolic and representative of their learning. An advantage of such exhibition is that it allows others to view evidence of a student's learning.
33. **Rubric:** structured standard for learning, including such elements as time, knowledge acquired, skill mastered, demonstration / exhibition criteria, performance standard, quality of

work, and assessment / credit relationship. Rubrics are most often used with alternative and authentic assessments.

34. **Section 504:** A Federal mandate which requires schools / educators to address students' learning-related limitations through classroom and other school-setting modifications to accommodate affected learners.
35. **Self Evaluation:** a process through which students reflect on the grade they deserve for learning against what was taught.
36. **SPSS:** a comprehensive software / statistical package that allows for the collection, sorting, statistical analysis of data.
37. **Stanine:** one of nine classes in a data set of standardized scores, which allows student performance to be arranged (ranked). Typically, the first and ninth stanines capture about four percent of the scores while the fifth (middle) stanine captures 20 percent. The stanines have a mean of five and a standard deviation of 2. Often test-publishers report student scores in these stanines to show the relative accomplishment of students against the comparative backdrop of their peers' performance.
38. **Subjective Assessment:** those tests, which rely upon the informed opinion of a teacher-expert in weighing a student's response to a question. Typically, such a teacher weighs expanded writing and oral exercises for students, aimed at learning how students have assimilated new learning and / or skills.
39. **Test:** an objective or subjective instrument used in the assessment of student learning. Time, length, conditions, and connection to prior learning may relate to the effectiveness of the test. Further, tests may be used for prescriptive, descriptive and diagnostic purposes. They may also be criterion referenced or (standardized) norm-referenced.
40. **Test Data:** Information-pieces, in education, collected for the purpose of learning more about the performance / achievement of students on assessments.
41. **Test Validity:** internal, psychometric reliability of a test or a test item. Such reliability should demonstrate, over time, that test or item is worthy of use with students.
42. **Test Window:** a period of time during which learners are permitted to access and take / complete an assessment.
43. **Triangulation:** a concept for describing the relationship among (A) classroom assessment (B) criterion-referenced State assessment and (C) nationally published and utilized norm-referenced assessments. The positive tension among these factors reflects HOW a school or a district is doing in relation to internal and external assessments of learning.

STUDENT ASSESSMENT

The parties agree that they will update the Elementary Assessments Grid annually. Copies of the most recent Grid updates are available in all school offices.

MEMORANDUM OF UNDERSTANDING
between
HOWELL EDUCATION ASSOCIATION
and
HOWELL BOARD OF EDUCATION

FIFTH GRADE CAMP

1. Teachers are not required to attend camp with their classes. In the event that they do not, appropriate substitutions will be made.
2. Teachers who do attend camp are not required to spend the night (any or all) there. If they opt to drive back and forth, they will be paid mileage. (They will not be reimbursed for any cost that might be incurred if alternate accommodations are chosen.)
3. Teachers who spend the night at camp will be paid at the prevailing substitute teacher rate of one full day for each night spent (not to exceed four!).
4. The cost of the camping experience to students will be inclusive of camp fees (including meals), transportation and *supervision*.

MEMORANDUM OF UNDERSTANDING
between
HOWELL EDUCATION ASSOCIATION
and
HOWELL BOARD OF EDUCATION

ELEMENTARY SPECIALS AND PREPARATION TIME

The District and the HEA agree to the use of specials scheduling at the elementary level to reduce contractual time with students and to provide up to five periods per week of general educator preparation time. The District agrees to staff each special area (computer tech, art, music and physical education) with a full-time teacher in each elementary building. The District will discourage, reduce and/or eliminate the practice of "double scheduling" special education students into specials (art, music, computer tech and physical education) classes.

By: _____
Robert Billups
For the Association

By: _____
Lynn D. Parrish
for the District

Date: _____

Memorandum of Understanding Between
The Howell Public Schools and
The Howell Education Association
Re: Administrative Internships

WHEREAS: The parties hereto agree that internship opportunities serve the interest both the school district and teachers selected to be interns; and

WHEREAS: The District previously afforded such opportunities to bargaining unit members to the mutual satisfaction of the parties;

IT IS THEREFORE AGREED that whenever internships are offered in the future, they shall conform to the following understandings:

- 1) The authority to grant internships and to identify those invited to be interns rests solely with the District;
- 2) Internships will be awarded for a period not to exceed one semester, except with the express written consent for exception by the District and the Association;
- 3) During the period of the internship, the teacher shall remain a bargaining unit member, with all rights and benefits thereto;
- 4) Interns shall have no supervisory role or responsibility with regard to other bargaining unit members;
- 5) Interns shall neither evaluate nor participate in the evaluation of other bargaining unit members;
- 6) During the internship period, the intern's teaching assignment will be filled by a substitute employee;
- 7) At the conclusion of the internship, the intern will return to her/his teaching position with no break in service.

MEMORANDUM OF UNDERSTANDING
Between
HOWELL PUBLIC SCHOOLS
And
HOWELL EDUCATION ASSOCIATION

Re: Travel time compensation for teachers assigned to both the 10-12 building and Ninth
Grade Campus

All teachers who are assigned in such manner as to cause them to travel between the two high school buildings (Grades 10-12 and the Ninth Grade Campus) will be compensated at the rate of ten (10) minutes time per required trip per day actually traveled, based on the teachers' regular rates of pay. This payment will be retroactive to the beginning of the 2002-2003 school year and be made quarterly.

MEMORANDUM OF UNDERSTANDING
between
HOWELL PUBLIC SCHOOLS
and
WASHTENAW-LIVINGSTON EDUCATION ASSOCIATION - HOWELL UNIT

With reference to Article XII, Section B., S 3, the parties stipulate to the following:

1. Positions resulting from unpaid leaves granted for the period of one (1) semester or less, and which are taken for the purpose of child care (including adoption), family care or continuing education shall not be posted as vacancies.
2. Upon return from such leave as described in item #1. above, the employee shall be returned to the position held immediately before the leave began.
3. In the event the teacher is on leave during the spring staffing process, he/she shall be placed for the ensuing school year as if he/she had remained an active employee in position.
4. Should the teacher's position be eliminated during the course of the leave, then he/she shall be reinstated in the customary manner (i.e., to a vacancy for which he/she is certified and qualified, or to the position, held by the most junior bargaining unit member, for which the returning teacher is certified and qualified).
5. During such leaves of absence as defined in item #1. above, the district reserves the right to replace the absent teacher with a non-bargaining unit substitute teacher.
6. Nothing herein shall be construed to modify the collective bargaining agreement between the parties.

by: _____ by: _____
Steve Manor Lynn D. Parrish
for the Association for the District

date: _____

Memorandum of Understanding
Between
The Howell Education Association and
The Howell Public Schools

Howell High School's Day and Time Schedule Guidelines

Dated August 16, 2006

In the above-captioned matter, the parties agree to the following guidelines:

1. Standard hours will be defined as seven consecutive hours between the hours of 7:00 a.m. and 4:55 p.m.
2. Seniority shall determine teacher schedules for opting into or out of the standard day. Teachers opting into a non-standard assignment shall retain that non-standard assignment so long as they desire to teach that assignment and/or so long as that assignment is offered.
3. Any teacher who is assigned upon initial hire to one or more courses that run during non-standard times may be required to continue working a non-standard schedule for a maximum of three years. In the event that no such staff is available, then other senior members of the staff would be offered the non-standard schedule opportunity as a part of the full- or part-time schedules. In the event that no more than .2 course during non-standard time remains unfilled (after all other options in this section have been exhausted), then the employer will offer up to a 6/5 schedule to a selected, certified and qualified member of the bargaining unit willing to accept the assignment, provided however that in no case will a layoff ensue. In such case, the additional assigned time will be paid at the rate of BA Step 1. In the event that none of the foregoing steps serve to staff the non-traditional assignments or portion thereof, then the least senior certified and qualified teacher will be reassigned to fill the vacancy.

Memorandum of Understanding
Between the Howell Education Association and
The Howell Board of Education
Dated May 9, 2007

The parties hereto agree that the "Fiscal Year," for purposes of the provision and cost calculation of fringe benefits, shall be changed from August 31 to June 31, effective in 2007. The adoption of this Agreement shall result in no benefit loss to any member of the Howell Education Association through August 31 of each year, provided the member complete the given school year.

By: _____ By: _____
For the District For the Association

Clarification Between The Howell Education Association and
The Howell Public Schools

Re: Article XX, Seniority and Reduction in Personnel, Section J

For purposes of implementation of this article and Section, the middle school level course entitled “Applied Technology” shall be presumed to be incorporated with “Industrial Arts.” This specifically excludes such other courses as “Technology Literacy” and “Technology Education.”

The parties further agree to delete from this Article reference to “Substance Abuse Coordinator” and “Gifted/Talented Coordinator”.

Agreement signed August 14, 2006

PARKER ADDENDA

Non-Traditional Assignments: Teachers assigned to non-traditional courses (summers, weekends, vacation periods, Monday-Wednesday or Tuesday-Thursday evening courses) may work more than seven (7) hours per day, more than thirty-five (35) hours per week and/or more than seventy (70) hours over a two-week time span.

Prep time: Preparation time shall consist of 275 minutes per week (or 550 minutes per two-week period) In the event that a teacher's schedule cannot yield daily preparation time, then the teacher shall be guaranteed no fewer than 550 minutes of preparation time over a period of two full weeks. For flex teachers, the timing of preparation periods shall be worked out between the teacher and the principal, such that required preparation report times on non-scheduled days may be minimized, should the teacher wish to do so.

For teachers who are assigned to teach non-traditional course times (summers, weekends, vacation periods, Monday-Wednesday or Tuesday-Thursday evening courses), the absence of available preparation time minutes shall be reflected as a reduction in report time during one of the following two semesters.

Travel Time: For teachers assigned to multiple buildings in the course of a given day, travel time shall consist of ten (10) minutes for on-campus (HWMS, Freshman Campus and Howell High School) travel, twenty (20) minutes for travel to and/or from Parker Campus and Howell Campus, and thirty (30) minutes for travel to and from Three Fires. In the event that a traditional teacher's travel shall have the effect of lengthening his/her contractual day, then the additional time shall be compensated at the teacher's regular rate of pay. Teachers who are required in the course of the day to travel shall be compensated for actual mileage at the prevailing federal rates.

Leaves of Absence: A teacher shall be charged for one-half (.5) sick or personal leave day when an absence occurs on a day when the teacher is scheduled to work for three or fewer hours. The teacher shall be charged one full day of absence on days when he/she is scheduled to work more than three hours. A teacher who teaches summer, weekend or vacation period classes shall be charged one and one-half (1.5) days' absence for each day missed. Compensatory time shall not be allowed during summer, weekend or vacation period classes.

Online Courses:

Online courses may be offered to students any time during contractual working hours. Students may pursue online coursework from home, but they must report to the online lab to take quizzes and/or tests in the presence of a certified instructor.

Class size for online courses shall not exceed the number of computer workstations in the online lab. The number of students (and workstations) shall not exceed 35 for the duration of the semester. The teacher will only be expected to issue credits to no more than 35 students during any semester per section of an online course. (Students leaving a course due to early completion shall not be replaced by another student.)

Teachers will be responsible for:

- a. Monitoring regular progress of students on their assigned class roster.
- b. Verifying the identity of any student who may come in during the teacher's assigned time to take a test or quiz for any online course the student is taking, so long as there is lab availability.
- c. Assisting students who come in during the teacher's assigned time.
- d. Providing assistance through electronic communications in a timely manner, giving first priority to students who are physically present in the lab.
- e. Notifying students/parents when progress is unsatisfactory and requiring students to attend online class time until progress becomes satisfactory.
- f. Issuing credit based on the student's performance on the online course quizzes and tests as well as the department final exam.

Priority shall be given to students who appear on a teacher's class roster for lab space and walk-in assistance if the students attend during their teacher's online class time.

Memorandum of Understanding
Between the Howell Board of Education and
The Howell Education Association
Dated Spring 2007

Staffing of Parker High School

All teaching positions requiring certification shall be posted, with accompanying position descriptions that include the times and places of instruction and the applicable curriculum content. Any teacher who is certified and highly qualified for the posted positions may make application via email or hard copy letter. All qualified applicants will be interviewed and those selected will be notified in writing of their specific assignments.

In the event that the existing Howell High School has more staff remaining than there are positions to fill, the HHS staff will be transferred involuntarily to Parker, with the most junior staff qualified to be transferred first, until the staffing overage at HHS has been cleared. Any vacancies remaining at Parker High School will then be posted both internally and externally.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HOWELL BOARD OF EDUCATION
AND
THE HOWELL EDUCATION ASSOCIATION
Dated: April 26, 2010

RACE TO THE TOP

The parties have agreed to negotiate over working conditions arising from Michigan Department of Education rules and regulations promulgated in the furtherance of Race To The Top.

TEACHER'S CONTRACT-WITH BOARD OF EDUCATION
CITY FORM

This Contract, made the _____ day of _____, 20____ BETWEEN Howell Public Schools of Livingston 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 10 months commencing the _____ day of _____, 20____ 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 21 or 26 equal installments as follows: every other Friday.

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.

Employee to be hired as a conditional employee pursuant to the terms of Public Act 68 of 1993 and the Americans with Disabilities Act.

Hire Date: _____ Seniority Date (Board Approval): _____

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

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

Howell Public Schools

By: _____
Lynn D. Parrish
Deputy Superintendent
Labor Relations and Personnel

(Signature of Teacher)

TEACHER EVALUATION FORM

Appendix A

Teacher:

Building:

Date:

Tenure Status: 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 REMEDATION 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 REMEDATION 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 REMEDATION 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 _____

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

