



**MASTER AGREEMENT**

between

**HOWELL BOARD OF EDUCATION**

and

**HOWELL EDUCATION ASSOCIATION**

**2017 - 2019**

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This Agreement is entered into August 28, 2017 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 the Michigan Public Employment Relations Act ("PERA", MCL 423.201 *et seq.*).

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 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 through June 30, 2019.

**ARTICLE 1**  
**RECOGNITION**

- A. The District hereby recognizes the Association as the exclusive bargaining representative, as defined in Section XI of the Michigan Public Employment Relations Act (“PERA”), MCL 423.201 *et seq.* 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 2**  
**PAYROLL DEDUCTIONS**

- A. 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, or any other plans or programs jointly approved by the Association and the Board.

**ARTICLE 3**  
**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. 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 or her/his designee(s) and the Association President or her/his designee(s) shall meet at least monthly (during the school year). 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).

**ARTICLE 4**  
**TEACHER RIGHTS**

Both parties recognize an obligation to protect the individual rights of teachers.

- A. The parties agree, pursuant to the Michigan Public Employment Relations Act ("PERA"), MCL 423.201 *et seq.*, 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 5**  
**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. All teachers will be allowed access to their buildings and classrooms through their assigned ID swipe cards and keys. During the school year, buildings are available from 5:00 a.m. to 11:30 p.m. A schedule for summer access will be provided by the end of the school year. It will be the responsibility of the teacher to secure areas of the building that she/he used.



**ARTICLE 6**  
**ADMINISTRATION RIGHTS**

- A. Subject to the provisions of this Agreement and the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, 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 website and up to date. Teachers shall be provided with an electronic 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 online.
  
  - 2. The District will provide the Association with an electronic copy of the manual and all approved changes.
  
  - 3. Each current and new teacher will be sent an electronic copy of all policies currently in effect for which he/she is accountable. Teachers will also be sent an electronic copy of all new policies and notification and identification of all policy revisions.

**ARTICLE 7**  
**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 the 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.

Beginning the 2018-19 school year, teachers will receive their salary over twenty-four (24) or twenty (20) equal installments per year, to be paid on the 10th and 25th of each month. If pay days occur on a banking holiday or a weekend, the pay day will be moved to the week day immediately preceding the scheduled pay day.

- 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 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:

1. Employees will earn compensatory time based on 390 minutes equaling a workday. This is to allow compensatory time to be earned and taken in increments of 15 minutes (e.g., 390 minutes is divisible by 15 minutes).
2. Compensatory time must be taken in the closest 15 minute increment as possible (i.e., if a class runs for 43 to 48 minutes, an employee would have to use 45 minutes of compensatory time if they missed that class. If a class runs 55 minutes, an employee would have to use 60 minutes of compensatory time if they missed that class).
3. Compensatory time is earned the same way as it is used meaning that it is earned in the closest 15 minute increment as possible (i.e., if a class runs for 43 to 48 minutes, an employee would earn 45 minutes of compensatory time if they covered for that class. If a class runs 55 minutes, an employee would earn 60 minutes of compensatory time if they covered that class). When an employee covers a class period for any amount of time during the school day at the secondary level, an additional 5 minutes of compensatory time will be added to the time earned to accommodate for lost time during passing periods.

If an employee is absent from work for a full day and wants to use compensatory time to cover that absence, prep-time is included in the calculation of the amount of compensatory time the employee must use to cover their absence. An employee's duty free lunch is not included in the calculation. At the secondary level, a full day is equivalent to 6 class periods and 1 prep period in order to determine the number of minutes deducted. A full day is equivalent to 390 minutes at the elementary level.

4. Compensatory time will be awarded to teachers who lose or add to contractual time in any of the following ways:
  - a. 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).
  - b. 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

- c. 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.
  - d. 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 the school year, 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 ( $\frac{2}{11}$ ) 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) day, high school teachers who teach only two (2) complete classes and work two-sixths ( $\frac{2}{6}$ ) 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.
- N. Teachers performing approved extra-contractual duties shall be compensated at the prevailing substitute teacher rate, based upon meeting all of the following conditions and understandings:
1. The duty shall have staff development as its purpose.
  2. The staff development activity has the prior approval of the appropriate building principal or central office administrator.
  3. The staff development activity be voluntary.
- O. 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.

## **ARTICLE 8 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 and maximum student load will be achieved within a reasonable amount of time at the beginning of a semester. Teachers may begin counting overages on the 3<sup>rd</sup> day of the semester and/or quarter. 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 including date, class period (for secondary), class size and/or total student count. A one-week (5-day) window for remedying class size overages each semester is established once the principal has been given notification, but not prior to the 3<sup>rd</sup> day of the semester or quarter. Should the 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 or ninety dollars (\$90) per day for overages in total student count. Overages that extend beyond ten (10) days after notice is served to the principal will result in a conference between the Executive Director 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. Kindergartener or any other pre-kindergarten program: 23/class
  - b. K (2017-2018):
    - 27/class
    - 28/class = 3 hours aide/week
    - 29/class = absolute limit 4.5 hours aide/week

- K (2018-2019):
  - 26/class
  - 27/class = 3 hours aide/week
  - 28/class = absolute limit 4.5 hours aide/week
- c. 1<sup>st</sup> –5<sup>th</sup>:
  - 28/class average/grade level/building
  - 29-30/class = 3 hours aide/week
  - 30/class = absolute limit
- d. Combination (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. All secondary school teachers will be limited to no more than one hundred ninety (190) students per day in a seven period day and one hundred sixty-five (165) students per day in a six period 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.

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

- i. 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.

**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.

<b>REG. ED. COUNT + SPEC. ED. COUNT</b>	<b>AWARDED AIDE TIME</b>	
	<b>Teacher</b>	<b>Building</b>
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. By the first Friday of the school year, the building principal will communicate a proposed aide time plan to teachers with classroom overages regarding the distribution of discretionary aide time in such a way that teachers may have the opportunity for input prior to implementation. Aide time assigned to a teacher must be scheduled during school hours.



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

**C. Teaching Hours in School Day**

Student Report Times

Grades BK-5 Full Day 8:50 a.m. – 3:40 p.m.; Half Day 8:50 a.m. – 12:05 p.m.

Middle School Full Day 7:36 a.m. – 2:16 p.m.; Half Day 7:36 a.m. – 10:51 a.m.

High School Full Day 7:35 a.m. – 2:15 p.m.; Half Day 7:35 a.m. – 10:50 a.m.

Staff Report Times

Grades BK-5 8:45 a.m. – 3:45 p.m.

Secondary 7:30 a.m. – 2:30 p.m.

1. 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.
2. Each elementary teacher shall have the option of participating in additional recess periods approved by the building principal.
3. After consultation with the Association, the commencing and ending times of the elementary school day may be changed so long as this does not increase the length of the school day. Any time change shall not exceed twenty (20) minutes.
4. All elementary teachers shall be entitled to at least one (1) fifty-five (55) minute preparation period per school (student) day.
5. 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) subject area preps except by mutual agreement.

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.

6. If a six period day is implemented, a secondary 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 secondary 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. During the 2017-18 school year, a committee will meet to review the secondary day and schedule.
7. 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.
  8. 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.
  9. Teachers have an uninterrupted duty-free lunch period. 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.
  10. 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. Teachers shall check and respond as appropriate to voicemail, email, and building mailbox information within two (2) working days.
  11. Amount of time required for parent-teacher conferences shall be specified in the calendar.
  12. Teachers of self-contained special education classes shall have preparation time equivalent to that of regular education teachers at the same grade level(s).

13. 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 (5) periods per week of general educator preparation time.

**D. General Teaching Conditions**

- a. Teaching duties should in general be limited to those areas directly connected with the learning process. 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.
- b. Teachers shall not be required to perform custodial work.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. The District agrees to maintain educational equipment in reasonable operating condition.
- h. Building or full staff meetings, not including departmental or grade-type meetings, shall not exceed a total of twenty (20) hours per year outside the regular school day. A reasonable attempt will be made to limit the duration of such meetings to one (1) hour outside 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. Mandatory Safe Schools Training shall count as one (1) Building or Full Staff Meeting.
- i. The District will strive to provide a separate work station and storage space for personal and instructional materials for each teacher.

## **E. Least Restrictive Environment**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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. As part of the process for such determination, the district will consult with the affected teacher and consider their wishes and suggestions.
- h. 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.

- i. 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.
- j. 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.
- k. 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.
- l. Special Education teachers with eligible Medicaid students can earn forty-five (45) minutes of compensatory time per month during the school year for completing the required Medicaid billing. A maximum of 450 minutes of compensatory time can be earned by each special education teacher each school year. The forty-five (45) minute compensatory time is a flat amount and will be awarded to each special education teacher each month for completing Medicaid billing as long as there are students on the case load that require billing.

**ARTICLE 9  
INSURANCE**

The Board agrees to pay no more than the PA 152 2017 State mandated hard cap amount of the total cost of the medical premium and taxes for the 2017-18 school year and through December 31, 2018 and the 2019 PA 152 State mandated hard cap beginning January 1, 2019.

Members of the bargaining unit shall be covered by MESSA Health Plan health insurance. Teachers teaching the full contract year shall be covered, for purposes of insurance benefits, through each August 31 unless they notify the Business Office that they have alternative coverage. In all other cases, insurance benefits shall be prorated.

**Plan A** (For employees needing health insurance)

MESSA ABC 1 Health Plan or ABC Health Plan 1 with 10% Co-Insurance  
MESSA Choices \$500/\$1000 or MESSA Choices \$500/\$1000 Saver Rx Mail with  
10% Co-Insurance  
Delta Dental (80/80/80) \$1000 annual maximum  
Negotiated Life (\$40,000) AD&D (\$40,000)  
Vision (VSP 2 Silver)

**Plan B** (For employees not needing health insurance)

Delta Dental (80/80/80 \$1,000 annual maximum)  
Negotiated Life (\$40,000) AD&D (\$40,000)  
Vision (VSP 2 Silver)

1. Each teacher shall elect, in writing, whether or not he/she wishes to receive the insurance benefit program, whether to fund his/her deductible through pre-tax payroll deduction and/or to receive cash in lieu of health insurance.
2. Additional co-pays, deductibles and premium sharing amounts shall be the responsibility of the employee and is hereby authorized through payroll deduction.
3. For Plan B employees, cash-in-lieu will be calculated by the number of teachers opting out of health insurance and paid to the employee on a monthly basis. Each year, the District will determine how many teachers are opting out as of September 30 and begin monthly pay in October. On November 30, the District will determine how many teachers are opting out and begin new level of monthly pay in January. Monthly pay will continue at that level until September 30 review of the number of teachers opting out.

70 or fewer teachers opting out of health insurance	\$1,000/yr	\$83.33/mo
71-72 teachers opting out of health insurance	\$1,400/yr	\$116.67/mo
73-74 teachers opting out of health insurance	\$1,600/yr	\$133.33/mo
75-76 teachers opting out of health insurance	\$1,800/yr	\$150.00/mo
77-78 teachers opting out of health insurance	\$2,000/yr	\$166.67/mo
79-80 teachers opting out of health insurance	\$2,200/yr	\$183.33/mo
81-82 teachers opting out of health insurance	\$2,400/yr	\$200.00/mo

83-84 teachers opting out of health insurance	\$2,600/yr	\$216.67/mo
85-86 teachers opting out of health insurance	\$2,800/yr	\$233.33/mo
87-88 teachers opting out of health insurance	\$3,000/yr	\$250.00/mo
89-90 teachers opting out of health insurance	\$3,200/yr	\$266.67/mo
91-92 teachers opting out of health insurance	\$3,400/yr	\$283.33/mo
93-94 teachers opting out of health insurance	\$3,600/yr	\$300.00/mo
95-96 teachers opting out of health insurance	\$3,800/yr	\$316.67/mo
97-98 teachers opting out of health insurance	\$4,000/yr	\$333.33/mo
99-100 teachers opting out of health insurance	\$4,200/yr	\$350.00/mo
101-102 teachers opting out of health insurance	\$4,400/yr	\$366.67/mo
103-104 teachers opting out of health insurance	\$4,600/yr	\$383.33/mo
105-106 teachers opting out of health insurance	\$4,800/yr	\$400.00/mo
107 or more teachers opting out of health insurance	\$5,000/yr	\$416.67/mo

Teachers working one-half (1/2) time or more but less than full time shall receive MESSA Health Plan 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 as follows:

- 66 2/3% Schedule A Salary Replacement Coverage subject to underwriter guidelines
- Monthly Maximum \$4500
- 180 Calendar Day Straight Wait Period
- Alcohol/Drug same as any other illness
- Mental/Nervous same as any other illness
- Social Security Offset: Family
- Pre-Existing Conditions waived

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.

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 10  
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 two school days. 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 two school days 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.

**B. Leaves of Absence Without Pay**

1. **FMLA Child Care Leave Child Care/Adoption Leave:** Upon written request, a teacher shall be granted a leave of absence without pay for the purpose of childcare 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 a position for which the teacher is certified and qualified according to board policy and applicable law.

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 a position for which the teacher is certified and qualified according to board policy and applicable law.
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 if the request is made prior to June 1 of the year prior to the school year for which the leave is being requested; exceptions may be made by the District in an emergency situation. 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 May 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 May 1 may be irrevocably considered a voluntary resignation and may constitute irrebuttable evidence of the teacher's consent to resign. The District will notify the teacher of this possibility by registered letter no later than April 15. A teacher whose leave expires at other than the end of a school year must notify the District in writing of his/her intent to return at least sixty (60) calendar days prior to the expiration of his/her leave. Failure to do so may be irrevocably considered a voluntary resignation and may constitute irrebuttable evidence of the teacher's consent to resign. The District will notify the teacher of this possibility by registered letter at least seventy-five (75) days prior to the expiration of his/her leave. The returning teacher will be placed in a teaching position for which the teacher is certified and qualified per board policy.

### C. Leaves of Absence with Pay

1. **Sick Leave:** 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 Bereavement Leave 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 bereavement 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 (BK-5) teacher will have three allocated personal business days per year, secondary (6-12) teachers will have two allocated personal business days per year. Employees hired after January 1 each year will receive half the personal business day allotment. 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.

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.

- 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.

**Sick Leave Transfer:** An employee who wishes to transfer accrued sick leave to an employee of their choice may apply to do so by completing and providing the Transfer of Sick Leave form to the Labor Relations and Personnel Department.

When the donating employee's wage is less than the recipient's wage, the amount of leave donated to the recipient shall be prorated based on the difference between the donating employee's wage and the receiving employee's wage. An employee's participation in this program is strictly voluntary.

The actual amount of sick leave transferred will be calculated based on the FTE of the donating employee and FTE of the recipient employee. [Ex: 1) If donating employee is .5 FTE and recipient is 1.0 FTE, a donation of 1 sick day equals a ½ sick day. Ex: 2) If donating employee is 1.0 FTE and recipient is 1.0 FTE, a donation of 1 sick day equals 1 sick day.]

Any employee that wants to utilize sick leave (donated or otherwise) must complete the standard leave of absence form furnished by the District and procedure set forth in the

CBA.

4. **Immediate Family Bereavement 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 (both prior to and after the death of the employee’s spouse) 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 Executive Director for Labor Relations and Personnel.
5. **Adoption/New Parent 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. A copy of the subpoena shall be provided to the District in advance of the absence. 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 duty. 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 MPSERS Contribution. 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. The HEA President will be provided one class hour of release time at the end of each school day (unless otherwise agreed) at the secondary level. The HEA President will be scheduled to teach no more than one prep or as determined in consultation and agreement with the building administrator. The HEA agrees to pay for the MPSERS contribution associated with the one class hour of release time provided by the District each day.

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.

11. **Annual Incentive payment – Sick leave and personal business day usage:** 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 as long as employee has worked at least six months. The following table defines the annual incentive:

<u>Number of Teachers using Three Days or Fewer</u>	<u>Annual Incentive*</u>
1-49 Teachers	\$300/\$150/\$75/\$38
50-59 Teachers	\$320/\$165/\$85/\$43
60-69 Teachers	\$340/\$180/\$95/\$48
70-79 Teachers	\$360/\$195/\$105/\$53
80-89 Teachers	\$380/\$210/\$115/\$58
90 or More Teachers	\$400/\$225/\$125/\$63

\*The four amounts above are for 0, 1, 2 and 3 individual absences respectively.  
Payment shall be made on the second pay period in June.

12. **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.
13. 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.
14. 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 11**  
**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. Bargaining unit members shall have a method of reporting incidents and conditions that endanger their health, safety, or well-being. Any case of assault upon a teacher shall be promptly reported to the District or its designated representative. The District will provide 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. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall not be individually liable for any damage or loss to person or property as a result of performing their duties in a District-approved manner.
- F. The District shall make a reasonable effort to assure teachers that adequate lunchroom, lavatory and lounge facilities are available in each school building exclusively for use by teachers and other school employees.
- G. The District agrees to make an effort to assure that a telephone is available in each building which shall be for the private use of teachers in conducting their school business. No personal long distance calls shall be made without the District's approval.
- H. Employees not governed by the Teacher Tenure Act shall not be disciplined or reprimanded without just cause.



- I. 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 located at Central Office 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.
- J. 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.
- K. The District shall maintain one central personnel file within the Central Office which shall contain all formal materials related to a teacher's employment, such as copies of evaluations, letters of recommendation, materials related to disciplinary actions, commendations, etc. While building level files may exist, they shall contain materials that are advisory or preliminary in nature, and it is the understanding of the parties that they are not subject to FOIA. For information that is subject to FOIA, the District agrees that, unless there is an emergency situation or other reason pursuant to law (e.g. a subpoena) it will not disclose personnel documents until passage of the full five (5) business days allowed under current FOIA law has elapsed. Any employee about whom such information has been requested, and the Association, will be notified of the request as soon as reasonably feasible after such a request has been made.

**ARTICLE 12**  
**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 District's School Improvement Team 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. 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 an agenda and/or minutes 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.

## ARTICLE 13 GRIEVANCE PROCEDURE

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 “weekdays.”

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 and provide written notice to the Executive Director of Labor Relations and Personnel. 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 seven (7) days of the informal discussion, 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 seven (7) 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 seven (7) days of receipt of the written grievance. The grievant shall either

accept or reject the position stated by the principal within seven (7) days of receipt of the response from the principal 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 seven (7) 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 fourteen (14) days.

Within seven (7) 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 of the day the Step 4 response was due. If the parties cannot agree as to the arbitrator within seven (7) 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 seven (7) 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.

**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 14**  
**SCHOOL YEAR AND CALENDAR**

Teacher work days for the school year are described as follows:

<u>Days</u>	<u>Description</u>
180.0	Student Instructional Days
1.5	Additional Work Days for Professional Development
0.5	Additional Days for Open House in September (Two Hours)
1.0	Additional Days for Fall Parent/Teacher Conferences (Six Hours)
<u>0.5</u>	Additional Days for Spring Parent/Teacher Conferences (Three Hours)
183.5	Total Teacher Work Days
<u>1.0</u>	New Teacher Orientation
184.5	Total New Teacher Work Days

School and Work Calendar for 2017-18 is attached.

**Howell Public Schools  
2017-18 Calendar**

Tuesday, August 29, 2017	New Teacher Day
Wednesday, August 30, 2017	Opening Day for Staff, Half Day; Elem Open House Grades 1-5
Thursday, August 31, 2017	Professional Development, Full Day; Kindergarten Open House
Tuesday, September 5, 2017	First Day of School, Quarter 1 Begins
Tuesday, September 12, 2017	High School Open House (6:00 - 7:30 p.m.)
Thursday, September 14, 2017	Middle School Open House (6:00 - 7:30 p.m.)
Friday, October 13, 2017	Half Day, Afternoon Professional Development
Wednesday, October 18, 2017	Middle School Conferences (4:30 - 7:30 p.m.)
Thursday, October 19, 2017	High School Conferences (4:30 - 7:30 p.m.)
Tuesday, October 24, 2017	High School Conferences (4:30 - 7:30 p.m.)
Thursday, October 26, 2017	Middle School Conferences (4:30 - 7:30 p.m.)
Friday, November 3, 2017	First Quarter Ends
Monday, November 6, 2017	Second Quarter Begins
Thursday, November 9, 2017	Elementary School Conferences (4:30 - 7:30 p.m.)
Tuesday, November 14, 2017	Elementary School Conferences (4:30 - 7:30 p.m.)
Wednesday-Friday, November 22-24, 2017	No School, Thanksgiving Break
Friday, December 8, 2017	Half Day, Afternoon Professional Development
Thursday-Friday, December 21-29, 2017	No School, Holiday Break
Monday-Tuesday, January 1-2, 2018	No School, Holiday Break
Wednesday, January 3, 2018	Classes Resume
Monday, January 15, 2018	No School, Martin Luther King Jr. Day
Thursday, January 25, 2018	Second Quarter Ends
Friday, January 26, 2018	No School
Monday, January 29, 2018	Third Quarter Begins
Monday, February 19, 2018	No School, President's Day
Friday, March 9, 2018	Half Day, Afternoon Professional Development
Tuesday, March 13, 2018	High School Conferences (4:30 - 7:30 p.m.)
Wednesday, March 14, 2018	Elementary School Conferences (4:30 - 7:30 p.m.)
Thursday, March 15, 2018	Middle School Conferences (4:30 - 7:30 p.m.)
Monday-Friday, March 26-30, 2018	No School, Spring Break
Monday, April 2, 2018	No School, Spring Break
Tuesday, April 3, 2018	Classes Resume
Friday, April 6, 2018	Third Quarter Ends
Monday, April 9, 2018	Fourth Quarter Begins
Friday, May 11, 2018	Half Day, Afternoon Professional Development
Monday, May 28, 2018	No School, Memorial Day
Wednesday, June 13, 2018	Last Day of School, Fourth Quarter Ends

**ARTICLE 15**  
**MISCELLANEOUS**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. This Agreement shall be posted on the District's website.
- F. 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.
- G. 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.

- H. 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.



- I. Counselors. CTE teachers, school social workers 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.
- J. The District will strive to offer full media center services whenever school is in session.
- K. It will be the responsibility of the school district to plan and provide professional development for its teaching staff.
- L. Teachers shall input grades or remarks into the grading system within ten (10) work days of the date the student submits the assignment to the teacher.
- M. 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.
- N. Administrative Internships: The District retains the right to determine the need and/or value of administrative internships. If the District decides to offer such internships, the following shall apply:
  - 1. The authority to grant internships and select persons for such positions shall rest solely with the District.
  - 2. Internships will be awarded for a period not to exceed one semester, except with express written consent of the parties.
  - 3. If a teacher fills an internship, he/she shall remain a member of the bargaining unit during that time period with all rights and benefits thereto.
  - 4. Teachers in such positions shall have no supervisory role or responsibility with regard to other bargaining unit members.
- O. The parties agree that they will update the Elementary Assessments Grid at the beginning and end of each school year. Copies of the most recent Grid updates will be available in all school offices.
- P. Teacher Work Days  
On teacher workdays, 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.
- Q. An Emergency Manager appointed by law may reject, modify, or terminate this Agreement pursuant to the Local Financial Stability and Choice Act (2012 Public Act 436).

- R. All returning teachers shall be notified in writing of their teaching assignment per board policy.
- S. Each vacancy, including a supervisory position, shall be posted with an accompanying job description.
- T. New teachers shall report for a New Teacher Orientation Day. The Association agrees to meet with new teachers for one hour at lunchtime to provide additional orientation.

**ARTICLE 16**  
**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 access to 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 17**  
**SENIORITY**

- 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. Definitions:
1. "Certified" is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels.
- E. 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, but shall not accrue bargaining unit service while employed as an administrative or executive employee. This provision does not apply to temporary assignments of eight (8) weeks or less in duration and if the assignment is longer, the loss of seniority will be the assignment time less the eight (8) weeks.

**ARTICLE 18**  
**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 majority of the building staff. However, in the event of a disagreement regarding the school improvement plan, the final determination regarding the plan submitted to the Board of Education for approval will be made by the Superintendent.
  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 19**  
**PROVISIONS FOR PROFESSIONAL STAFF NOT COVERED BY MICHIGAN TENURE ACT**

For instructional staff not covered under the Teachers' Tenure Act, the following provisions apply in addition to other applicable areas of this agreement:

TEACHING ASSIGNMENTS

- A. Each teacher shall, on or before May 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 teaching assignment. In the event a change in assignment is to be made at any time, the District will notify the Association and will consult with the affected teacher(s) either in person or by phone.
  
- B. 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 May 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.

VACANCIES

C. Definitions:

- 1. Vacancy - the condition existing when a professional position has been opened, vacated, created or restored which the District intends to fill.
  
  - 2. Promotion - the condition existing when a member of the bargaining unit accepts an administrative position as defined in Article I, Section A.
  
  - 3. Change in assignment - the condition existing when a teacher's assignment is changed within his/her building.
  
  - 4. Transfer - 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.
- D. The District retains the right to make the final decision regarding the filling of any vacancy, but 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 May 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.

- E. 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 President of the Association or his/her designee. The teachers may apply for the opening created during the school year, for the following year, within ten (10) 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 selected by the District 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.

The District shall have the right to make involuntary transfers and shall notify the affected teacher(s) of the reasons for such transfer in writing.

### LEAVES OF ABSENCE

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.

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 under board policy.

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.

### SENIORITY

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. The District will provide a reduction list to the Association prior to notification of the individuals involved.

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

### MISCELLANEOUS

Administrative Internships:

At the conclusion of the internship, the teacher will be returned to a teaching positions as agreed by the teacher at the time of the establishment of the internship, with no break in service for the purposes of seniority.




**ARTICLE 20  
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, unless a prohibited 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, 2019.

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


HOWELL PUBLIC SCHOOLS  
BOARD OF EDUCATION


  
\_\_\_\_\_  
Mike Yenshaw, Board President


  
\_\_\_\_\_  
Brent Earl, Board Secretary

10-9-17  
\_\_\_\_\_  
Date

HOWELL EDUCATION ASSOCIATION

  
\_\_\_\_\_  
Kristi Craig, President

  
\_\_\_\_\_  
Martin Leftwich, Chief Negotiator

  
\_\_\_\_\_  
Deven Parrish, Vice-President for Contract  
Maintenance and Negotiations

**Howell Public Schools  
Salary for Teachers for 2017-19**

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	65,788	66,709	73,868	76,306	78,594

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 (0.5) that afforded to all-day kindergarten teachers.

Should a shared teaching position become available, salary and benefits shall be prorated in the same manner that is followed for part-time teachers.

## **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 on the first pay in June. 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. Personnel contracted for the Schedule B activities of middle school boys' basketball, middle school wrestling, and middle school girls' volleyball, may opt for a one-time payment as a part of their regular salary check upon completion of their contracted activity.

Payment for other sports will be made on the following basis:

Fall Sports – December payment

Winter Sports – March payment

Spring Sports – June payment

- G. 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

H. EXTRA SERVICE PAY SCHEDULE

Cafeteria Supervision	\$21.99
Computer Repair	\$29.08
Chemical Compliance	\$29.08
Certified Adult Education:	
First year	\$22.25
One or more years	\$24.62
Detention Supervisor	\$20.01
Weight Room/High School Gym Supervision	
First year	\$16.04
One or more years	\$17.81

**SCHEDULE B - NON-ATHLETIC  
2017-2019**

	TIER 1	TIER 2	TIER 3	TIER 4
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	Welding/Machines
	Literary Magazine	MS Quiz Bowl	Forensics	Vocal Director
	So. Class Sponsor	Data Team Leader	Jr. Class Sponsor	HS Student Council
	Elem Curric Coord	Robotics Club	Bus Supervisor	MS Band
	Elem Technol Coord		MS Yearbook	Musical Director
	Graduation Coord		Annual Drama Prod	
	ELL Coordinator		HS Quiz Bowl	
	Musical Asst Dir-Band			
	Musical Asst Dir-Vocal			
	Mus. Asst Dir-Set Design			
	Culinary Arts Catering			
	School Improve Chair			
	HS Interact Advisor			
	Team Success			
	Mock Trial			
	SADD Club			
	NHS			
	Goal Chair			
SCHEDULE B - NON-ATHLETIC CONTINUED				
	TIER 5	TIER 6	TIER 7	TIER 8
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	HS Dept Head
	HS Yearbook			

\*Student Council may be divided into two portions.

\*\*Band Auxiliary to be divided into four portions if necessary:

Flags – Summer/Winter, Majorettes – Summer/Winter

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 = 1 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

For years 2009-2012, no years of experience credit shall have accrued. Beginning with the 2012-2013 school year, employees shall gain one year of experience credit for each year of work through the 2018-19 contract.

**SCHEDULE B - ATHLETICS  
2017-2019**

**HEAD VARSITY COACHES**

	TIER 1	TIER 2	TIER 3	TIER 4
Step 1	1938	2584	3231	3876
Step 2	2584	3360	4135	4911
Step 3	3231	4264	5298	6331
<b>ASSISTANT COACHES AND OTHER</b>				
	TIER 1	TIER 2	TIER 3	TIER 4
Step 1	1357	1810	2261	2714
Step 2	1810	2350	2894	3437
Step 3	2261	2985	3708	4430
<b>CATEGORIES</b>				
	TIER 1	TIER 2	TIER 3	TIER 4
	Varsity Skiing	Varsity Baseball	Varsity Soccer	Varsity Basketball
	M.S. Basketball	Varsity Cheerleading	Varsity Volleyball	Varsity Football
	M.S. Cross Country	Varsity Pom Pon		Varsity Track
	M.S. Track	Varsity Cross Country		Varsity Wrestling
	M.S. Volleyball	Varsity Golf		Varsity Swimming
	M.S. Wrestling	Varsity Hockey		
		Varsity Softball		
		Varsity Tennis		
		Varsity Bowling		

**ASSISTANT COACHES AND OTHER**

Assistant Coach from above chart, JV sports from above chart, and Freshman sports from above chart will be paid at 70% of Head/Varsity Coach Schedule

**STEP DEFINITION:**

- Step 1 = 1 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

For years 2009-2012, no years of experience credit shall have accrued. Beginning with the 2012-2013 school year, employees shall gain one year of experience credit for each year of work through the 2018-19 contract.

### Salary 2017-18

1. Eligible employees will be granted lane advancement.
2. Eligible employees shall advance one step beginning January 29, 2018 (93 days at old rate and 90.5 days at new rate). Payment for adjustment to steps will be made over the employee's scheduled pay dates.
3. 1.5% increase from 2016-17 Salary Schedule on schedule to Step 12 effective for 2017-18. Eliminate steps 12.5 and 13. Teachers currently on steps 12.5 and 13 move to new step 12.

### Salary 2018-19

1. Eligible employees will be granted lane advancement.
2. Eligible employees shall advance one step beginning approximately January 22, 2019 (93 days at old rate and 90.5 days at new rate). Payment for adjustment to steps will be made over the employee's scheduled pay dates.
3. 2018-19 Salary Schedule remains same as 2017-18.