



MASTER AGREEMENT

between

HOWELL BOARD OF EDUCATION

and

HOWELL EDUCATION ASSOCIATION/MEA/NEA

2023-2025

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This Agreement is by and between Howell Public Schools, Howell, Michigan (hereinafter referred to as the District) and the Howell Education Association/MEA/NEA (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, 2025.

**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, special education, remedial reading, art, music and technology teachers, administrative interns, media specialists, social workers, and counselors 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. 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 them 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

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.

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 The Standard 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 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 whatsoever 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 their 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 their designee(s) and the Association President or their 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 all teachers equitably regarding all contractual matters.
- 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 them 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 they 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 they are 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. 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. If 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 their actual prior teaching experience for placement on the salary schedule, provided however that they shall be placed on the salary track reflecting their degrees and credits earned. Half steps shall be allowed. This provision may not apply to teachers who are assigned in areas where certification is not available or it does not apply. In those instances, the District and Association will mutually agree on the salary placement of the new teacher.

If step advancement is negotiated for the upcoming year, a teacher must work 3/4 of the days of a school year to advance one step for the following year or 1/2 of the days of a semester to advance a half step for the following year, except by mutual agreement for extenuating circumstances. Paid leave time counts as work time.

- 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. Consistent with Section C. above, when there is reason to dock a teacher's salary on an hourly basis, it shall be computed for each hour as two elevenths ($2/11$) of the earned daily pay which is computed by dividing the contract salary by the number of teacher work days. Each evening conference shall be computed as one-half ($1/2$) day. The District, whenever possible, shall notify the affected teacher(s) prior to such deductions.
- H. Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical to hold classes, teachers shall not be required to report and those canceled 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 canceled 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.
- I. For purposes of this contract, part-time teachers shall be defined as those teachers who are assigned less than a full load but who do not share a classroom of children, such as but not limited to, kindergarten teachers who teach one complete class and work only one-half ($1/2$) day, high school teachers who teach only two (2) complete classes and work two-sixths ($2/6$) 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.
- J. 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:

- a. The duty shall have staff development as its purpose.
 - b. The staff development activity has the prior approval of the appropriate building principal or central office administrator.
 - c. The staff development activity be voluntary.
- K. 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. If a traditional teacher's travel shall have the effect of lengthening their 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.
- L. Compensatory Time/Extra Duty Time:
1. Employees will earn and use compensatory extra duty time based on 390 minutes equaling a workday. This is to allow compensatory extra duty time to be earned and taken in increments of 15 minutes (e.g., 390 minutes is divisible by 15 minutes).
 2. Beginning with the 2023-24 school year, compensatory time will no longer be able to be earned as "comp time". Employees will be paid an extra duty rate of \$40.00 per hour calculated according to actual time worked for extra duties as detailed below.
 3. Compensatory time earned and accumulated as of June 30, 2023 will be paid out at extra duty rate of \$40 per hour, to be paid in the first pay in October 2023) except that Employees may choose to carry over up to four (4) comp days to be used in the future. Any payout of compensatory time in the future at resignation or retirement will be paid out at \$40 per hour.
 4. Compensatory extra duty time must be taken or paid 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 or be paid 45 minutes of compensatory extra duty time if they missed or worked that class. If a class runs 55 minutes, an employee would have to use or be paid 60 minutes of compensatory extra duty time if they missed or worked that class).
 5. 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 extra duty time will be added to the time earned and paid to accommodate for lost time during passing periods.

6. 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.
7. Extra duty time will be compensated to teachers in any of the following ways:
 - a. For covering another teacher's class (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 (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). If an elementary teacher takes another teacher's entire class in addition to their own, the teacher shall earn full compensatory extra duty time for the time involved. If an elementary teacher takes up to one-half (1/2) of another teacher's class in addition to their own, the teacher shall earn compensatory extra duty time for one-half (1/2) the time involved.
 - c. One day of compensatory extra duty time shall be awarded where a teacher's room assignment is changed involuntarily. Two days of compensatory extra duty time shall be awarded when a teacher's building assignment is changed involuntarily, including building closure.
 - d. For teaching an extra day for a make-up day (i.e., where a "specials teacher" works a make-up day that requires them to teach more than the teaching days required in a given school year).
 - e. At the elementary level, when a teacher responds to a student behavior crisis during their scheduled prep and/or duty-free lunch, they shall earn extra duty time for the time involved.
8. Special Education teachers with eligible Medicaid students can earn forty-five (45) minutes of compensatory extra duty time per month during the school year for completing the required Medicaid billing. A maximum of 450 minutes of compensatory extra duty time can be earned by each special education teacher each school year. The forty-five (45) minute compensatory extra duty time is a flat amount and will be paid to each special education teacher each month for completing Medicaid billing as long as there are students on the case load that require billing.

9. 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:
 - a. 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.
 - b. Cover the second (and beyond, consecutive) period(s) at a rate of fifteen dollars (\$15) per hour/period.
 - c. 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.
 - d. Substitutes will be sought when one or both team teachers are absent.
10. Compensatory time leave may not be taken during the last day of the school year, nor during scheduled or flexible parent-teacher conference periods unless exception is granted by administration. Building administrators may limit the use of compensatory days to extend holiday break periods based upon the availability of substitutes and the number of teachers requesting compensatory days at those times.
11. If a teacher shall leave the District, they shall be compensated for any unused compensatory time to the nearest one-half ($\frac{1}{2}$) day and such payment shall be at the equivalent to the current substitute teacher’s daily rate of 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.

ARTICLE 8
TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure 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 ensuring that the energy of the teacher is primarily utilized to this end.

A. Class size

1. Contractual class size and maximum student load as determined by the total number of rostered students (excluding Independent Study students) will be achieved within a reasonable amount of time at the beginning of a semester. Teachers may begin counting overages on the 3rd 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-five business day window for remedying class size overages each semester is established once the principal has been given notification, but not prior to the 3rd day of the semester or quarter. A business day is a day during which the total overage is experienced. Should the overage not be remedied by the end of the five business day 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) business 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. Beginndergarten or any other pre-kindergarten program: 23/class
- b. Kindergarten: 26/class
 27/class = 3 hours aide/week
 28/class = absolute limit 4.5 hours aide/week
- c. 1st –5th: 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. If 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 workstations in a room. In no case shall the number of students exceed the number of workstations. The number of workstations 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 workstations in the following areas: science labs, art classrooms, vocational/applied technology rooms, computer labs and applied life skills classes. If there is 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 the classroom student number is arrived at by including mainstreamed special education students who are in the classroom for fewer than 2 1/2 hours per day, the allocated aide time will be allotted, but distributed in the manner outlined below. Students who appear on the class list but are mainstreamed only for specials will not cause the awarding of aide time to the regular classroom teacher. That aide time will be part of the building allotment, however.

REG. ED. COUNT + SPEC. ED. COUNT	AWARDED AIDE TIME	
	Teacher	Building
K = 28	1 hour/week	2 hours/week
K = 29-30	2 hours/week	2.5 hours/week
1-5 = 29-30	1 hour/week	2 hours/week

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. – 3:42 p.m.; Half Day 8:50 a.m. – 12:05 p.m.
Secondary	Full Day 7:35 a.m. – 2:20 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. Middle school advisory will be counted as one of the four (4) subject area preps to which a middle school teacher may be assigned. Middle school teacher daily preparation time will not be assigned during the middle school advisory period.

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.
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.
14. Certificate/Licensure Reimbursement: Bargaining unit members will be reimbursed for their licensure and/or certificate needed to perform their current position. Reimbursement will be made to members through normal process after their receipt is submitted.

D. General Teaching Conditions

1. 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.
2. Teachers shall not be required to perform custodial work.
3. When a teacher shall have a pupil constituting a serious behavior problem, such shall be brought to the attention of the building administration. If a solution cannot be found, a joint committee of administration and the Association will review the matter and make recommendations to the Superintendent.
4. 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.

5. 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.
6. 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.
7. The District agrees to maintain educational equipment in reasonable operating condition.
8. 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 and facilitating the meetings shall be the responsibility of the administration (unless a teacher is performing duties under Article 7.N). The agenda 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. Employees will be paid the extra duty time rate for Safe Schools Training if it is more than three (3) hours.
9. The District will strive to provide a separate workstation and storage space for personal and instructional materials for each teacher.

E. Least Restrictive Environment

1. Eligible student is defined as a student who has been determined to have a qualifying physical, emotional or cognitive disability as determined by a multidisciplinary evaluation team through the IEP process set forth in R.340.1702 of the Revised Administrative Rules for Special Education.
2. Mainstreaming/inclusion is defined as the placement of an eligible student into a regular education class, which includes the skill sets the IEP indicates as an area of need.
3. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any eligible student should participate in regular education programs and services involves considerations of that student's unique needs as determined by the IEP. Although it is agreed that the eligible student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the District does agree to consider how the eligible student's placement will affect teachers when determining the eligible student's placement.

4. Whenever possible, students with special needs (IEPs and 504s with accommodations) will be equally distributed among general education teachers at a given grade level, by team and/or by department, as the case may be. Any deviation from this provision shall require the mutual agreement of the building principal and all affected teachers.
5. The District shall determine the need for a teacher who will be providing instructional or other services to an eligible student to participate in the IEP, which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time if the District directs or authorizes a teacher to attend an IEP, which is scheduled during the time the teacher is assigned to teach class.
6. If any teacher has a reasonable basis to believe that an eligible student's current IEP is not appropriate, that teacher has the right to request that an IEP be reconvened.
7. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to an eligible student. As part of the process for such determination, the district will consult with the affected teacher and consider their wishes and suggestions.
8. The parties agree to meet and confer on the operation of this section and upon formal request of either party; the other party agrees to enter into negotiations on specific issues related to the implementation of this section.
9. No bargaining unit member shall be required to provide custodial care or school health services (defined as an act or function constituting the "Practice of Medicine" within the meaning of the Public Health Code [MCL 33.17001]) except in an emergency situation. If a teacher will be providing instructional or other services to a student who suffers from a medical condition which is known to potentially require emergency medical care, 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 if an emergency arises related to the student's medical condition.
10. IF 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 their principal and the special education case coordinator. The meeting with the principal will be held no later than five (5) school days (unless not feasible) from the date of the meeting. Emergency events will require immediate attention by the principal.

11. If after consulting with the case coordinator, a teacher still believes that a student's IEP does not meet that student's needs, the teacher may request a staffing meeting which will include the teacher and a building administrator for a reevaluation of the student's plan.

ARTICLE 9 INSURANCE

The Board agrees to continue to pay no more than the PA 152 2023 State mandated hard cap amount of the total cost of the medical premium and taxes through December 31, 2023 and will pay no more than the PA 152 2024 State mandated hard cap amount of the total cost of the medical premium and taxes beginning January 1, 2024 through December 31, 2024 and will pay no more than the PA 152 2025 State mandated hard cap amount of the total cost of the medical premium and taxes beginning January 1, 2025. If PA 152 Hard Cap law is changed, the Association and District agree to discuss the impact of the changes.

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 (80/80/80/80) \$2000 annual max, \$1500 ortho lifetime
Negotiated Life (\$40,000) AD&D (\$40,000)
Vision (VSP 2 Silver)

Plan B (For employees not needing health insurance)

Delta Dental (80/80/80/80) \$2000 annual max, \$1500 ortho lifetime
Negotiated Life (\$40,000) AD&D (\$40,000)
Vision (VSP 2 Silver)

1. Each teacher shall elect, in writing, whether or not they wish to receive the insurance benefit program, whether to fund their 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. **Cash-In-Lieu** 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/year	\$83.33/month.
71-72 teachers opting out of health insurance	\$1,400/year	\$116.67/month.
73-74 teachers opting out of health insurance	\$1,600/year	\$133.33/month.
75-76 teachers opting out of health insurance	\$1,800/year	\$150.00/month.
77-78 teachers opting out of health insurance	\$2,000/year	\$166.67/month.
79-80 teachers opting out of health insurance	\$2,200/year	\$183.33/month.
81-82 teachers opting out of health insurance	\$2,400/year	\$200.00/month.
83-84 teachers opting out of health insurance	\$2,600/year	\$216.67/month.
85-86 teachers opting out of health insurance	\$2,800/year	\$233.33/month.
87-88 teachers opting out of health insurance	\$3,000/year	\$250.00/month.
89-90 teachers opting out of health insurance	\$3,200/year	\$266.67/month.
91-92 teachers opting out of health insurance	\$3,400/year	\$283.33/month.
93-94 teachers opting out of health insurance	\$3,600/year	\$300.00/month.
95-96 teachers opting out of health insurance	\$3,800/year	\$316.67/month.
97-98 teachers opting out of health insurance	\$4,000/year	\$333.33/month.
99-100 teachers opting out of health insurance	\$4,200/year	\$350.00/month.
101-102 teachers opting out of health insurance	\$4,400/year	\$366.67/month.
103-104 teachers opting out of health insurance	\$4,600/year	\$383.33/month.
105-106 teachers opting out of health insurance	\$4,800/year	\$400.00/month.
107 or more teachers opting out of health insurance	\$5,000/year	\$416.67/month.

Teachers Working at FTE 0.5 Or More 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 their salary. In addition, such part-time teachers shall be given: Delta Dental (50/50/50/50) and Negotiated Term Life (\$5,000)

Teachers Working Less Than FTE 0.5 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 they wish 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 IF 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.

IF a teacher is terminated or laid off during the school year, the insurance shall be continued until the teacher has received the prorated 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.

Long Term Disability Coverage 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 \$5500	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, they 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.

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. **Child Care Leave/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 12, 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 their 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 their intent to return at least sixty (60) calendar days prior to the expiration of their 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 their 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. Sick days taken in excess of those earned by a teacher who does not complete a full year of employment shall be reimbursed to the district as a deduction from the individual's final paycheck(s).
 - c. If there is a critical illness in the immediate family as defined in "immediate family death leave" the teacher may be granted up to ten (10) days of the then accumulated leave. Upon request of the District, medical certification may be required from the attending physician.
 - d. Any teacher using sick leave to extend a holiday break 10.C.2.d below must provide documentation from their health provider.
2. **Personal business days:** Each elementary (BK-5) teacher will be credited three personal business days per year and each secondary (6-12) teacher will be credited two personal business days per year. Employees hired after January 1 each year will receive half the personal business day allotment. At the beginning of each school year, an individual teacher's unused personal business days from the prior year will roll over to the ensuing year, not to exceed six. Any days in excess of six will roll into sick leave.
- a. Approval for extension of a holiday vacation period under extenuating circumstances will be considered on a first come, first served basis for only 10% (or 5 persons, whichever is greater) of a given school teaching staff.
 - 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, Fall Break, 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. The district recognizes that occasionally an emergency personal business day may have to be taken without the ability to provide the requisite forty-eight (48) hours' notice.

On emergency personal business days, teachers may be required to furnish evidence indicating that emergency personal business days taken were absolutely necessary or they are not emergency personal business days. When an emergency develops, the affected teacher must arrange for a substitute through normal channels.

- 3. Sick Leave Bank:** Teachers who use up their accumulated sick time may apply to the sick leave bank for additional time using the proper forms. If the bank is overdrawn (as determined by the Sick Leave Bank Committee) teachers will receive a prorated share of the days needed for each day contributed by the teachers. Sick bank usage shall be limited to one hundred eighty (180) days' maximum lifetime coverage; except, however, where one or more maternity-related disability periods occur, the affected teacher's lifetime maximum shall be increased to two hundred ten (210) days.

At the point at which the employee has exhausted the 180-day long-term disability waiting period, they 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.

The Sick Leave Bank Committee shall be composed of an Association Sick Bank Chair and the superintendent and shall meet at monthly HEA/District meetings as needed. This committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. The Association Sick Bank Chair and/or Superintendent shall be allowed to bring other persons to the committee meeting for information as needed with prior notice of at least one school day. 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. **Bereavement Leave:** Up to five (5) consecutive days leave if there is 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, grandchild, in-laws (both prior to and after the death of the employee's spouse), and/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. **Court Summons:** IF a teacher is called under subpoena to testify in any proceedings before a court of law or Michigan State Tenure Commission, affecting the District, they 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 their testimony, the teacher will report for duty.
7. **Professional Leave Days:** 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, they shall be granted leave and paid the difference between their pay for such jury services and the money they 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, they shall report for duty. The jury duty pay for a part-time teacher who is required to serve on jury duty at times they are not scheduled for work shall be prorated when calculating their 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 Association President will be provided one class hour of release time. The release time will occur at the end of each school day unless otherwise agreed. At the secondary level, the Association 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 \$65 per day for each day of accumulated sick leave or personal business leave days on their personal account to a maximum of 100 days. Unused sick days over 100 shall be reimbursed at \$65 for every three (3) days.

- 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 as follows:

Attendance Incentive for Each Semester	Stipend Paid (January and June)
0 to 1 Absences for Sick or Personal Leave or Comp	\$700
1.5 to 2 Absences for Sick or Personal Leave or Comp	\$350

- 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 sabbatical leave shall be required to work for a minimum of three (3) years upon their 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 them under this Agreement and shall proportionately return these monies funded them 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 their leave shall return all monies afforded them 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-in-aid 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 their 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 their application for said sabbatical leave shall forfeit all rights to continue leave unless specifically permitted to continue by the board.

13. IF a teacher is called by the board to testify in any proceedings, they shall be granted leave with pay so the teacher will be available during the school day.

14. **Workers' Compensation:** Teachers absent due to injury or illness covered by Workers' 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 their 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 their defense.
- C. If in the performance of regular or assigned teaching duties a teacher without negligence on their 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. 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.
- E. 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.
- F. 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.

- G. Employees not governed by the Teacher Tenure Act shall not be disciplined or reprimanded without just cause.
- H. 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 their own personnel file. Files shall be located at Central Office and contain all pertinent information. In cases where a teacher wishes to review their file, a representative of the Association may accompany them. If a third party requests information from a teacher's personnel file, the teacher and Association will be notified.
- I. 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.
- J. 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 INSERVICE 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/pilot committees under the direction of the curriculum council and administration to facilitate curriculum development. The Study/Pilot Committees shall review curriculum changes and new programs as needed prior to full implementation.
- C. 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.
- D. It will be the responsibility of the school district to plan and provide professional development for its teaching staff. 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 Inservices. Input by teachers into the planning of Inservice may be made directly to the committee or to any of the committee's members.

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

Each committee chairperson shall keep an agenda and/or minutes covering the particular activities in their area that year and it shall contain concise statements of the initial aims of the committee, results of the Inservices, 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 appropriate administrator(s). 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. IF the grievance is not resolved at Step 1, the grievant shall reduce the grievance to writing indicating the Article/Section of the contract allegedly violated and the relief sought, provide such written notice to the Executive Director of Labor Relations & Personnel, and submit the 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. If 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 their own determination, to continue processing such grievance in their 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 their 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 their designee may, upon a written notice to the grievant or the Association, cause the grievance to be processed directly at Step 4.

Step 4. IF the grievance is not resolved at Step 3, then it shall be referred to the Superintendent or their designee within seven (7) days after rejection at Step 3. At this step, the grievant and the Superintendent or their 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 their designee, the Association shall contact the Superintendent or their 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 their 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, they 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 their 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 their 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 their 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. If a principal, for a particular building, is unavailable for the purpose of processing a grievance, the Superintendent or their 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 their 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 workdays for the school year are described as follows:

<u>Days</u>	<u>Description</u>
180.00	Student Instructional Days (including two DPPD days counted)
0.25	Additional Time for Open House (1.5 Hours)
1.00	Additional Time for Fall Parent/Teacher Conferences (6 Hours)
<u>0.75</u>	Additional Time for Spring Parent/Teacher Conferences (4.5 Hours) 3 hours at school (in person or virtual/hybrid conferences with parents) and 1.50 hours of flexible/virtual contacts/conferences completed 2 nd semester)
	(Teachers of grades K-8 are required to complete spring parent teacher conferences (4.5 hours). Teachers of grades 9-12 are not required to attend spring P/C conferences (4.5 hours) as addressed in the Secondary Block Schedule MOU dated July 17, 2023.)
182.00	Total Teacher Workdays
<u>1.00</u>	New Teacher Orientation
183.00	Total New Teacher Workdays

School and Work Calendars for 2023-24 and 2024-25 are attached.

**HOWELL PUBLIC SCHOOLS
2023-24 CALENDAR**

AUGUST	17	Thursday	New Teacher DPPD
	21	Monday	DPPD for all Teachers (BK-5 Open House in evening)
	22	Tuesday	First day for students (half day), teachers on-site pm
	23	Wednesday	Half day for students, PD for teachers pm
	30	Wednesday	Middle School Open House in evening
SEPTEMBER	1	Friday	NO SCHOOL
	4	Monday	NO SCHOOL
	7	Thursday	High School Open House in evening
	27	Wednesday	Late Start #1
OCTOBER	12	Thursday	MS/HS Parent/Teacher Conferences in person
	19	Thursday	End of First Quarter
	20	Friday	NO SCHOOL for students or staff – Fall Break
	23	Monday	Quarter Two Begins
	26	Thursday	Elementary P/T Conferences in person, HS P/T Conf virtual
NOVEMBER	1	Wednesday	Late Start #2
	2	Thursday	Elementary P/T Conferences in person, MS P/T Conf virtual
	22-24	W/Th/F	NO SCHOOL for students or staff – Thanksgiving Break
DECEMBER	22	Friday	End of second Quarter/End of First Semester
	25	Monday	NO SCHOOL for students or staff – Holiday Break Begins
JANUARY	8	Monday	School Resumes – Quarter 3 begins
	15	Monday	NO SCHOOL for students or staff – Martin Luther King Day
FEBRUARY	16	Friday	NO SCHOOL for students or staff – Winter Break
	19	Monday	NO SCHOOL for students – PD for teachers
MARCH	7	Thursday	Middle School P/T Conferences in evening
	13	Wednesday	Late Start #3
	14	Thursday	Elementary School P/T Conference in the evening
	15	Friday	End of Third Quarter
	18	Monday	Quarter 4 Begins
	25	Monday	NO SCHOOL for students or staff – Spring Break begins
APRIL	1	Monday	School Resumes
MAY	1	Wednesday	Late Start #4
	27	Monday	NO SCHOOL for students or staff – Memorial Day
	30	Wednesday	LAST DAY OF SCHOOL

**HOWELL PUBLIC SCHOOLS
2024-25 CALENDAR**

AUGUST	15	Thursday	New Teacher DPPD
	19	Monday	DPPD for all Teachers (BK-5 Open House in evening)
	20	Tuesday	First day for students (half day), teachers on-site pm
	21	Wednesday	Half day for students, PD for teachers pm
	28	Wednesday	Middle School Open House in evening
	30	Friday	NO SCHOOL
SEPTEMBER	2	Monday	NO SCHOOL
	5	Thursday	High School Open House in evening
	25	Wednesday	Late Start #1
OCTOBER	10	Thursday	MS/HS Parent/Teacher Conferences in person
	17	Thursday	End of First Quarter
	18	Friday	NO SCHOOL for students or staff – Fall Break
	21	Monday	Quarter Two Begins
	24	Thursday	Elementary P/T Conferences in person, HS P/T Conf virtual
NOVEMBER	5	Tuesday	NO SCHOOL for Staff or Students
	6	Wednesday	Late Start #2
	7	Thursday	Elementary P/T Conferences in person, MS P/T Conf virtual
	27-29	W/Th/F	NO SCHOOL for students or staff – Thanksgiving Break
DECEMBER	20	Friday	End of second Quarter/End of First Semester
	23	Monday	NO SCHOOL for students or staff – Holiday Break Begins
JANUARY	6	Monday	School Resumes – Quarter 3 begins
	20	Monday	NO SCHOOL for students or staff – Martin Luther King Day
FEBRUARY	17	Monday	NO SCHOOL for students – PD for teachers
MARCH	6	Thursday	Middle School P/T Conferences in evening
	12	Wednesday	Late Start #3
	13	Thursday	Elementary School P/T Conference in the evening
	14	Friday	End of Third Quarter
	17	Monday	Quarter 4 Begins
	24	Monday	NO SCHOOL for students or staff – Spring Break begins
	31	Monday	School Resumes
APRIL	18	Friday	NO SCHOOL – Good Friday
MAY	7	Wednesday	Late Start #4
	26	Monday	NO SCHOOL for students or staff – Memorial Day
	30	Friday	LAST DAY OF SCHOOL

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 canceled, a teacher who has requested a personal business day, a sick day or comp day will not have that day taken from their accumulated days. Teachers shall not be required to report on canceled school days (see Article 7, Section H).

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 bargaining unit members. If 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 per diem of their present base salary for each day worked. 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. Teachers shall input grades or remarks into the grading system within ten (10) workdays of the date the student submits the assignment to the teacher.
- L. 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.
- M. 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, they 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.
- N. 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.
- O. Teacher Workdays
On teacher workdays except as noted on calendar, 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.
- P. 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).

- Q. All returning teachers shall be notified in writing of their teaching assignment per board policy.
- R. Each vacancy, including a supervisory position, shall be posted with an accompanying job description.
- S. 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.
- T. Half-day Kindergarten Teachers: If 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.
- U. Should a shared teaching position become available, salary and benefits shall be prorated in the same manner that is followed for part-time teachers.

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. Transfers, promotions, paid leaves of absence and/or staff reductions 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. If there are 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 they 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, if there is 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 their 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. If 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 1, Section A.
 - 3. Change in assignment - the condition existing when a teacher's assignment is changed within their 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 their 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 childcare (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, 2025.

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

HOWELL PUBLIC SCHOOLS
BOARD OF EDUCATION

HOWELL EDUCATION ASSOCIATION

Stacy Pasini, Board President

Kristi Craig, President

Brent Earl, Board Secretary

Allison Eldredge, Vice-President for Contract
Maintenance and Negotiations

Date

Date

FINANCIAL SUMMARY FOR 2023-24

1. Eliminate steps 1 and 1.5 and renumber. Eligible employees step and with renumbering, they will be on the same step number step for 23-24. Lanes granted to eligible employees.
2. 2023-24 Salary Schedule increased by 5.0% from the 2022-23 Salary Schedule steps 1-11.
3. Adjust Schedule B base salary due to new step 1 5.0% increase in 2023-24 from 2022-23).
4. OFF SCHEDULE. If the audited unassigned fund balance as of June 30, 2023 is above 15.0% of expenditures, each bargaining unit member will receive an additional 1.0% of 2022-23 base salary in an off schedule payment for 2023-24. The off-schedule payment will be made before November 30, 2023. This payment is additional wages for ongoing work during the 2023-24 school year and will be treated as an ORS pensionable stipend.

**SALARY SCHEDULE
2023-24**

Step	BA Salary	BA+15 Salary	MA Salary	MA+15 Salary	MA+30 Salary
1	\$46,627	\$48,565	\$49,338	\$50,476	\$51,962
1.5	\$47,557	\$49,556	\$50,355	\$51,527	\$53,063
2	\$48,486	\$50,547	\$51,371	\$52,580	\$54,162
2.5	\$50,015	\$52,142	\$52,989	\$54,237	\$55,866
3	\$51,542	\$53,734	\$54,608	\$55,893	\$57,572
3.5	\$53,165	\$55,425	\$56,328	\$57,654	\$59,386
4	\$54,788	\$57,118	\$58,048	\$59,414	\$61,200
4.5	\$56,514	\$58,917	\$59,876	\$61,285	\$63,127
5	\$58,240	\$60,716	\$61,704	\$63,156	\$65,054
5.5	\$60,074	\$62,629	\$63,650	\$65,147	\$67,104
6	\$61,906	\$64,540	\$65,595	\$67,136	\$69,154
6.5	\$63,857	\$66,573	\$67,659	\$69,251	\$71,333
7	\$65,809	\$68,607	\$69,724	\$71,365	\$73,511
7.5	\$69,105	\$71,012	\$71,921	\$73,613	\$75,825
8	\$72,402	\$73,414	\$74,116	\$75,863	\$78,140
8.5	\$72,582	\$73,598	\$75,961	\$77,943	\$80,282
9	\$72,763	\$73,782	\$77,806	\$80,024	\$82,426
9.5	\$73,760	\$74,794	\$79,650	\$82,104	\$84,568
10	\$74,764	\$75,811	\$81,496	\$84,185	\$86,711
10.5	\$76,641	\$77,714	\$83,959	\$86,730	\$89,333
11	\$78,517	\$79,616	\$86,423	\$89,275	\$91,954

B.A. = Teachers possessing an earned Bachelor’s Degree (B.A., B.S., 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.

A longevity schedule shall be paid annually to employees as follows:

After 15 years of service	\$500
After 20 years of service	\$1000
After 25 years of service	\$1500

Years of service are counted as full years as of June 30th each year (3/4 of the year must be in paid status to earn credit for the year, unpaid leaves do not count as service), and payment will be made in one lump sum the following November unless the employee is retiring as of June 30, and then it will be paid June 30 of that year (or retiring any month between June 30 and November). The payment will be made in November annually.

**SALARY SCHEDULE
2024-25**

Step	BA Salary	BA+15 Salary	MA Salary	MA+15 Salary	MA+30 Salary
1	\$48,492	\$50,507	\$51,312	\$52,495	\$54,041
1.5	\$49,459	\$51,538	\$52,369	\$53,588	\$55,185
2	\$50,425	\$52,569	\$53,426	\$54,683	\$56,329
2.5	\$52,015	\$54,228	\$55,109	\$56,406	\$58,101
3	\$53,604	\$55,883	\$56,793	\$58,128	\$59,874
3.5	\$55,291	\$57,642	\$58,581	\$59,961	\$61,761
4	\$56,979	\$59,403	\$60,370	\$61,791	\$63,648
4.5	\$58,775	\$61,273	\$62,271	\$63,737	\$65,652
5	\$60,570	\$63,145	\$64,172	\$65,683	\$67,656
5.5	\$62,477	\$65,135	\$66,196	\$67,753	\$69,789
6	\$64,382	\$67,122	\$68,218	\$69,821	\$71,920
6.5	\$66,411	\$69,236	\$70,365	\$72,021	\$74,186
7	\$68,441	\$71,351	\$72,513	\$74,220	\$76,451
7.5	\$71,869	\$73,852	\$74,798	\$76,558	\$78,858
8	\$75,298	\$76,350	\$77,081	\$78,897	\$81,266
8.5	\$75,486	\$76,542	\$79,000	\$81,060	\$83,493
9	\$75,673	\$76,734	\$80,918	\$83,225	\$85,723
9.5	\$76,711	\$77,785	\$82,836	\$85,388	\$87,951
10	\$77,755	\$78,843	\$84,756	\$87,552	\$90,180
10.5	\$79,898	\$81,016	\$87,527	\$90,416	\$93,130
11	\$82,050	\$83,199	\$90,312	\$93,293	\$96,092

FINANCIAL SUMMARY FOR 2024-25

1. Steps and lanes for eligible employees
2. 2024-25 Salary Scale steps 1-10 increased by 4.0% from 2023-24 Salary Schedule, step 11 4.5%.
3. Adjust Schedule B base salary (4.0% increase in 2024-25 from 2023-24 scale).
4. Trigger: If Foundational Revenue (Student enrollment multiplied times the state pupil foundation, example 6800 blended count x \$9150 = \$62,220,000) received in 2024-25 is \$8.0 million greater than foundational revenue received in 2022-23, then 60% of the additional revenue will be divided by the overall cost of one percent of the group (calculated as of December 15, 2024 including base salary, FICA, net retirement) to equate to a percentage (rounded to the nearest hundredth) to be added to the Schedule A Salary Schedule. This will be calculated by January 2025 and the corresponding increase to each employee retroactive to the beginning of the school year will be spread over the remaining pays of the school year. The 2024-25 salary schedule will be updated to reflect the additional percentage.
5. OFF SCHEDULE. If the audited unassigned fund balance as of June 30, 2024 is above 15.0% of expenditures, each bargaining unit member will receive an additional 1.0% of 2023-24 base salary in an off schedule payment for 2024-25. The off-schedule payment will be made before November 30, 2024. This payment is additional wages for ongoing work during the 2024-25 school year and will be treated as an ORS pensionable stipend.

SCHEDULE B

When calculating this compensation, the teacher's step placement will be based upon their 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 nine (9) monthly payments (September - May).
- F. Personnel contracted for seasonal Schedule B activities will be paid on the following basis:
 - Middle School basketball, wrestling, volleyball – three (3) regular payments (Dec – Feb)
 - Middle School sports not listed above will be paid in regular payments over the season.
 - Fall - four (4) regular payments (August through November)
 - Winter - four (4) regular payments (December through March)
 - Spring - four (4) regular payments (March through June)
- 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 their 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

POSITION	RATE PER HOUR
Cafeteria Supervision All Levels	\$50
Chemical Compliance	\$30
Credit Recovery/Summer School	\$28
Detention Supervisor	\$24
Weight Room/High School Gym Supervision	\$19

Schedule B Stipend = Percentage Multiplied Times the Following Base Salary

Step	Definition	2022-23	2023-24	2024-25
1	1-3 years of experience in activity	\$43,070	\$45,224	\$47,032
2	4-6 years of experience in activity	\$49,088	\$51,542	\$53,604
3	7+ years of experience in activity	\$58,958	\$61,906	\$64,382

The above annual base salary is 5.0% higher than the 2022-23 BA scale, steps 1, 4, 7 for 2023-24 school year. For 2024-25 and future years, the above base salaries would be indexed to the Schedule A increase and for 2024-25, the above base salary increase is 4.0%.

**SCHEDULE B
NON-ATHLETIC**

TIER 1	Elementary	Middle School	High School
Step 1 - 3.00% Step 2 - 3.25% Step 3 - 3.50%	Goal Chair (2/building) Music Coordinator Robotics	Goal Chair (4/building) WEB Coordinator	Culinary Arts Catering Dept Head-Elective (4) ELL Coordinator (K-12) Goal Chair (4) Graduation Coordinator IA Lead/School Improve Chair Interact Advisor LINK Crew Coordinator Musical Asst Dir-Band Musical Asst Dir-Set Design Musical Accompanist Musical Asst Dir-Vocal National Honor Society International Student Coord
TIER 2			
Step 1 - 4.00% Step 2 - 4.25% Step 3 - 4.55%	Data Team Leader Lead Teacher School Improve Chair Student Coun/S Patrol	Data Team Leader School Improve Chair Student Council	Data Team Leader Dept Head-Core (6) School Improvement Chair
TIER 3			
Step 1 - 5.00% Step 2 - 5.30% Step 3 - 5.65%	Bus Supervisor	Bus Supervisor Robotics Yearbook Quiz Bowl	Bus Supervisor Class Sponsor (9, 10, 11) Debate Drama Club Drama Production Quiz Bowl
TIER 4			
Step 1 - 6.00% Step 2 - 6.35% Step 3 - 6.75%		Band Director Vocal Director Musical Production	Band Auxiliary** Musical Production Robotics Vocal Director Welding/Machines

TIER 5			
Step 1 - 7.00%			Class Sponsor (12) Newspaper Yearbook
Step 2 - 7.40%			
Step 3 - 7.85%			
TIER 6			
Step 1 - 10.0%			Marching Band AFJROTC
Step 2 - 10.5%			
Step 3 -11.25%			

**Band Auxiliary to be divided as necessary (Flags, Majorettes, Drums).

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 they would have achieved had position not been eliminated. Beginning with the 2012-2013 school year, employees shall gain one year of experience credit for each year of work through the 2023-25 contract.

**SCHEDULE B
ATHLETICS**

HEAD VARSITY AND MIDDLE SCHOOL COACHES

	TIER 1	TIER 2	TIER 3	TIER 4
Step 1	5.0%	7.0%	8.5%	10.5%
Step 2	6.0%	8.0%	9.5%	11.5%
Step 3	6.5%	8.5%	10.5%	12.5%
	MS Basketball	Boarder X	Baseball	Basketball
	MS Cross Country	Bowling	Cheerleading	Football
	MS Track	Cross Country	Gymnastics	Swimming
	MS Volleyball	Golf	Hockey	Track
	MS Wrestling	Pompon	Lacrosse	Wrestling
	MS Swim	Skiing	Softball	
	MS Cheer	Tennis	Soccer	
	MS Pompon	Equestrian	Volleyball	
	K-8 Unified Sports	Figure Skating		
		HS Unified Sports		
		E Sports		

HIGH SCHOOL ASSISTANT, JV, AND FRESHMAN COACHES WILL BE PAID AT 70% OF ABOVE SCHEDULE:

	TIER 2	TIER 3	TIER 4
Step 1	4.90%	5.95%	7.35%
Step 2	5.60%	6.65%	8.05%
Step 3	5.95%	7.35%	8.75%

Schedule B Stipend = Percentage Multiplied Times the Following Base Salary

Step	Definition	2022-23	2023-24	2024-25
1	1-3 years of experience in activity	\$43,070	\$45,224	\$47,032
2	4-6 years of experience in activity	\$49,088	\$51,542	\$53,604
3	7+ years of experience in activity	\$58,958	\$61,906	\$64,382

The above annual base salary is 5.0% higher than the 2022-23 BA scale, steps 1, 4, 7 for 2023-24 school year. For 2024-25 and future years, the above base salaries would be indexed to the Schedule A increase and for 2024-25, the above base salary increase is 4.0%.

Beginning with the 2012-2013 school year, employees shall gain one year of experience credit for each year of work through the 2023-25 contract.