

DEC 13 1974

M A S T E R C O N T R A C T

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Ewart 13

Oscoda Co.

Evart Board of Education

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MEA
1216 Kendall
East Lansing, 9/1/70-8/1/72
Mich.

This Agreement entered into this 1st day of June, 1966, and revised September, 1970, by and between the Board of Education of the City of Ewart, Michigan, hereinafter called the "Board", and the Ewart Education Association, hereinafter called the "Association".

Duration of this contract shall be in effect until August 1, 1972.

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Ewart is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in the recommending policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors when considered a part-time teacher, librarians, driver education instructors employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in this Agreement, shall

refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association 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, provided said grievance does not pertain to granting of tenure or third year probation, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment here under, teachers may sign and deliver to the Secretary of the Association an assignment authorizing deduction of membership dues of the National Educational Association and/or the Michigan Education Association and the Evart Education Association. These assignments shall be delivered to the Secretary of the Superintendent. Such sum shall be deducted on a deduction plan, as agreed upon between the Superintendent and the Association. There shall be only one deduction plan, on a pro-rated basis, and shall not be changed during the school year.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II - a

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board, as defined in Article I, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws

of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and Association agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings of the local E.E.A. and the use of the building is to be cleared through Administrative offices. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin Boards and other established media of communication, not impinging on the students, shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint with the exception of privileged communication.

E. A copy of the Minutes, Agenda and Financial Statement of each meeting of the Board of Education will be given to the president and/or the secretary of the Evert Education Association.

ARTICLE II-b

BOARD RIGHTS

A. The Board, on its own and electors of the school district behalf, retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees during the school day.
2. To employ personnel subject to the provisions of the law, to determine their qualifications and conditions for continued employment or their discharge or demotion, and to promote, and transfer such employees.
3. To establish sequence of classes and courses of instruction, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To determine class schedules, the hours of instruction, the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of Michigan and Constitution and laws of the United States.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to, and incorporated in, this Agreement. Such salary and insurance schedule shall remain in effect until August 1, 1972, of this Agreement, provided, however, that upon written notice to the other party at least ninety (90) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal yearly teaching load, as hereinafter defined starting Tuesday following Labor Day based upon a mutually agreed upon calendar which calls for a maximum 182 days and minimum 180 teaching days.

C. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. All such negotiations or arbitrations shall be processed, whenever possible, outside regular school hours.

D. Pay for the sponsorship of extra curricular activities will be prorated whenever a change of sponsor occurs.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours in the school shall be as follows:

1. Teachers check in no later than: 1/2 hour before classes start.
2. Teachers at assigned place of duty not later than: 15 minutes before class begins in the morning.
3. Teachers shall leave school no earlier than: 1/2 hour after the close of school except with special permission by the administration.

ARTICLE V

Teaching Loads and Assignments

A. Each teacher shall have a normal weekly teaching load which will include one unassigned preparation period each day. Adjustment will be made as long as a floater period is used in the scheduling. Junior High teachers will follow same scheduling as senior high until such time as a separate schedule is put into effect.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. No teacher shall be employed in any other capacity, than as a substitute teacher, without being given an individual contract before he begins his assignment. The individual contract thus tendered, shall be signed by the Board of Education, or its designated representative, on/or before the next Board Meeting.

For the purpose of this Article, a substitute teacher shall be defined as: a teacher who is temporarily assigned the teaching duties of another teacher, who is currently contracted by the Board.

ARTICLE VI

Teaching Conditions

(Article VI, section A. to be reviewed for re-negotiation as soon as building program is completed).

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of

educations that is the goal of both teacher and the Board. 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 at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and strive to attain the following:

Kindergarten through sixth grade: general average of 30

Junior High and Senior High: general average of 30

B. The Board recognized that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical-education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching professions. The parties will confer from time to time for the purpose of improving the selections and use of such educational tools and the Board undertakes to implement all joint decisions thereon made by its representative and the Association. The Board agrees, at all times, to keep the schools reasonable and properly equipped and maintained.

C. Under no conditions shall a teacher be required to drive a school bus as a part of his regular assignment.

D. The Board shall make available, in each school, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. Telephone facilities shall be made available to teachers for their reasonable use.

F. The teachers shall be permitted to have a coffee maker in the lounge (at their own expense).

G. Adequate parking facilities shall be made available to teachers for their exclusive use.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in/or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments to all applicants, the length of time each has been in the school system of the district, and other relevant factors. It shall be agreed that the employee with the longest service in the system shall be given due consideration. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE VIII

Transfers

A. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

A. Any teacher, who is absent because of an injury or disease, compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the current school year in which the illness or injury occurs.

ARTICLE X

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. The Board reserves the right to request an examination by a doctor agreed upon by teacher and Board at the Board's expense. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if, or as soon as, one is available.

B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding but not to include proceeding in which the teacher is the complaining witness against the district.
2. Approved visitation at other schools or for attending educational conferences or conventions.

3. Time necessary to take the selective service physical examination.
4. Time to review income tax upon call from the Department of Internal Revenue.

C. With Board approval, leaves of absence, without pay and without loss of tenure, for a period of one school year may be granted upon application for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the school system.
4. Illness in family which requires the teacher's personal supervision.

The salary increment shall follow continuity of steps - - placed above the one last completed.

The above leaves shall be permissible only upon the mutual agreement between the teacher and the Board.

D. Maternity Leave:

1. If an employee becomes pregnant, she shall present to the Superintendent a medical statement from her physician no later than six months prior to the estimated birth date. Also, she shall make a written statement to resign or to ask for a leave of absence.
2. An employee may continue to perform her duties until the end of the fifth month of pregnancy, unless, in the case of a teacher, this date should fall within two weeks of the end of the semester or of Parent-Conference dates, in which case, she may remain for these responsibilities. The teacher may ask for an extension of time, subject to Board approval.

3. If confinement occurs during the school year, the teacher shall not return to the classroom during the current semester. Approximately two months should ordinarily elapse between the birth of the child and the teacher's return to the classroom.
4. Should an employee, expecting a child, suffer a miscarriage, her loss of time shall be considered as sick leave, and she shall be allowed to return to her duties as soon as her physician permits, providing her period of convalescence is not in excess of two weeks.

ARTICLE XI

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review, if requested in writing and signed by the teacher.

C. A teacher shall, at all times, by his own request, be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of tenure teacher performance or violation of professional ethics asserted by the Board, or any agent, or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

E. A copy of the teacher's evaluation policy shall be given to the teacher upon signing an individual contract with the Board of Education.

ARTICLE XII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is sufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with request to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of reasonable disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIII

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. In January of the year in which this agreement expires, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

E. If the parties fail to reach an agreement, in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIV

Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any

provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal, in each school building and the Superintendent of Schools, when the particular grievance arises in more than one school building.

B. Within five days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons of why it is being disapproved.

C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board or Association shall not be permitted to assert in such arbitration proceeding

any ground or to rely on any evidence not previously disclosed to the Education Association or Board. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

F. The costs of arbitration under this Article shall be paid by the Board, if the ruling is in favor of the teacher. If the ruling is in favor of the Board, the cost shall be paid by the Association.

G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XV

Miscellaneous Provisions

A. The Board agrees, at all times, to attempt to maintain an adequate list of substitute teachers. Teachers shall be informed of telephone numbers they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. This Agreement shall supersede any rules, regulations or practices of the Board 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. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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.

G. The School Calendar shall be negotiated each year and/or on mutual agreement on acceptance of the Calendar, it shall become an Article in the Appendix of the Master Contract. Sufficient copies of the Calendar shall be given to the secretary of the Association for its distribution to the individual teachers.

H. At age 65, a teacher shall no longer be on tenure. He can be hired by the Board only on a year to year basis retaining all of his prior rights on the salary schedule.

ARTICLE XVI

Duration of Agreement

This Agreement shall be effective as of and shall continue in effect for two (2) years, until August 1, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

EVART EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

The signing of this contract on _____

is witnessed by _____

SCHEDULE A-1

TEACHER SALARY SCHEDULE 1970-71

Step	ND	BA	BA+	MA
1	\$ 6,205	\$ 7,300	\$ 7,550	\$ 7,800
2	6,472.75	7,615	7,865	8,115
3	6,740.50	7,930	8,180	8,430
4	7,008.25	8,245	8,495	8,745
5		8,560	8,810	9,060
6		8,875	9,125	9,375
7		9,190	9,440	9,690
8		9,505	9,755	10,005
9		9,820	10,070	10,320
10		10,135	10,385	10,635
11		10,450	10,700	10,950

* * * * *

NON-TENURE DUTIES

Head Football	10%	12th Grade Sponsor	150.00 -without trip
Ass't Football	7%	11th Grade Sponsor	150.00
J.V. Football	7%	10th Grade Sponsor	75.00
Ass't J.V. Football	7%	9th Grade Sponsor	75.00
Head Basketball	10%	8th Grade Sponsor	75.00
J. V. Basketball	7%	7th Grade Sponsor	75.00
9th Basketball	7%	Student Council	Pro-rated
8th Basketball	5%	F. H. A.	150.00
7th Basketball	5%	Yearbook	250.00
Baseball	8%	Sr. Play	200.00
Track	8%	Jr. Play	200.00
Starting in 1971-72 Coaching		Debate and Forensics	150.00
salaries maximum will be		Marching Band	450.00
based on the 6th step of		Summer Band	450.00
the B. A. Schedule		Counselor	500.00
G. A. A.	75.00	Special Education	1,000.00
Var. & Jr. Var.		Ticket Sellers	5.00
Cheerleaders	150.00	Bus Chaperone	5.00
9th Grade Cheer-		Driver Ed - per hour	5.00
leaders	75.00	Varsity Club	75.00
7th & 8th Cheer-			
leaders	50.00		

SCHEDULE A-2

Each staff member shall have semi-private, full family health insurance at the Michigan Blue Cross-Blue Shield rate. A person not elected to take Health Insurance may use \$15.00, per month, (12 months) for another type of M.E.A. Insurance. In the case of a married couple; one shall receive full family insurance; and, the other shall receive insurance in the amount of the single rate or the \$15.00, per month, option.

Any teacher assigned to teach during preparation period shall receive \$5.00, per hour, (pro-rated), paid on a semester basis.

SALARY SCHEDULE ADJUSTMENT

I. Adjustments on salary schedule shall be made at two dates of the year, specifically September 1 and February 1, Advancement to the next step on salary schedule shall be made at the next effective adjustment date following completion of one full continuous contract year. A minimum of 160 days of contracted service shall be required for the teacher to advance to the next step. Advancement to another position on the same step shall be made at the time of filing of official transcript or documents with the Superintendent's Office. Date of salary change will be the next nearest adjustment date following the earning of credits or degree. Filing of transcripts or documents later than three months following earning of credits or degree shall result in advancement to next position on adjustment date following filing of said transcripts.

II. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first seven years of experience but no credit shall be given for a fractional part of a year. Teachers without degrees or with special certificates, shall have past experience evaluated by the Board and in no case shall more than five years of previous experience be allowed.

III. The non-degree teacher will be placed on the correct step of the salary schedule for his teaching experience as soon as he earns his degree.

SCHEDULE B

Sick Leave Policy

Ten (10) days for the first year of teaching and fifteen (15) days each year thereafter accumulative to a total of eighty-five (85) days. If teacher goes to a funeral, other than those spelled out by the Master Contract, the teacher shall forfeit only the regular substitute's salary.

Acceptable reasons for sick leave with pay shall be personal illness or injury/or serious illness or death in the immediate family of the employee. "Immediate family" shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, and son or daughter-in-law, and grandchildren.

Any absence beyond five consecutive days will necessitate a doctor's statement approving return to the classroom.

At the time of bona-fide retirement, a lump sum payment of unused accumulated sick leave days, up to sixty (60) days, at the rate of a substitute teacher, (\$20.00 per unused day), provided they have 10 prior years of continuous service in the system.

Should a teacher exceed their accumulated sick leave they shall receive the difference between the substitute's pay and their pay for a maximum of five (5) days.

Business Day

Absence with pay shall be allowed at the rate of two days per year for the purpose of conducting business which cannot be normally carried on after school hours or on Saturday. These days shall be non-accumulative. Request for a business day shall be made at least twenty-four hours in advance of the time to be used and must be approved by the Superintendent's Office.

Any business transaction necessitating more than two days requires a leave of absence without pay. Request for leave of absence shall be made at least twenty-four hours in advance of time used and must be approved by the Superintendent's Office.

EVART PUBLIC SCHOOLS

EVART, MICHIGAN

EVALUATION GUIDE FOR FACULTY PERSONNEL

Areas Covered In This Evaluation

For the purpose of tenure, this evaluation guide is divided into three general areas. They are: 1. Personal Qualifications; 2. Performance in the contracted assignment; 3. Growth potential. It is felt that any person who deserves a satisfactory rating in all parts of those three areas will perform satisfactorily in the classroom.

On What Points Should a Teacher Be Evaluated

1. Only those points should be used for evaluation on which reliable information can be obtained.
2. The aggregate of all the points considered should give a balanced picture of the individual as a teacher.

Method of Evaluating

The items under each of the areas of evaluation admittedly contain points which in some cases would have to be discarded because of the difficulty in obtaining reliable information. But an item which in case of one teacher may be unreliable may be in the case of another teacher a strong point or weakness about which there is no uncertainty. For this reason each teacher must be judged somewhat differently, but each teacher will be judged in the light of all the points listed so far as they are reliably applicable.

The scale on the Faculty Personnel Evaluation Summary (last sheet) provides for only a three-point appraisal system, but it is possible if considered desirable to place the X to the left or to the right of the box to indicate gradations of each point.

The Meaning of Satisfactory Rating

A satisfactory rating on the Evaluation Summary indicates that the teacher has no qualities in that area that would disqualify him as a tenure teacher in his present employment. If a teacher receives satisfactory ratings in the first two areas, that is Personal Qualifications and Performance in the Contracted Assignment, he will qualify for tenure according to the tenure policy of this school.

Unfavorable Ratings

When a teacher receives an unfavorable rating in any area, an anecdotal report on the nature of the problem should be included under "Comments" on the Evaluation Summary. This report should include the following: 1. A description of the nature of the teaching weakness; 2. A description of possible extenuating circumstances as described under Guiding Principles, below; 3. The result of the conference with the teacher concerning these weak points along with plans for improvement; 4. Tentative date for the next evaluation. (An unfavorable evaluation should be followed with another evaluation as described under Guiding Principles.)

Guiding Principles of Evaluation

This list of guiding principles sets forth the basic beliefs of the persons who have been responsible for the formulation of the present tenure policy. The present policy is in harmony with these principles and it is hoped that any changes which may hereafter be made in this policy will be made within the framework of these principles.

1. The purpose of evaluation is to improve teaching quality. Planning to correct deficiencies is as important as identifying weaknesses; therefore, definite plans should be made to help to grow in areas where growth is necessary to become a first rate teacher.
2. Evaluation is best carried out when it is made a co-operative effort of all, administrators, supervisors, and teachers.
3. Evaluation should not be confined to probationary teachers. Some form of evaluation should be included in every teacher's file each year. This evaluation can be, if desired by the teacher, filed with the MEA Placement Bureau.
4. Each teacher should be made fully aware of the criteria by which his professional service will be judged.
5. Each probationary teacher is entitled to written information concerning:
 - a. The scope of his assignment;
 - b. Factors on which performance will be evaluated;
 - c. Objectives of the school district;
 - d. Sources of assistance in improving performance;
 - e. An understanding of the nature of the probationary period.
6. Probationary teachers should be assigned to situations where they will have a reasonable opportunity to become excellent teachers. Extra duty assignments are kept at a minimum for probationary teachers so that they may concentrate on fulfilling their primary responsibilities.
7. Often a teacher's difficulty in discipline is associated with extenuating circumstances. Therefore, a probationary teacher should not be evaluated unfavorably on discipline without an anecdotal report on the nature of the problem; as, for instance, the teacher load, cramped teaching space, the type of pupils in the class, and any other information related to the problem. An assessment of the situation should be made to determine whether the teacher would likely develop into a better teacher in a more favorable teaching situation.
8. In an evaluation, unusual qualities, good or bad, should be listed.
9. An evaluation, which mentions a teacher's weak points, should be followed up with another evaluation with comments on his improvement and what steps the administration took after the first evaluation to help the teacher overcome his deficiencies.

10. A teacher should be assured that the results of an evaluation will be discussed and explained. Each probationary teacher is entitled to a conference with the principal or the superintendent at which time the following should be accomplished:
 - a. Weak points discussed;
 - b. Plans laid for improvement;
 - c. An opportunity given the teacher to attach in writing his own comments, either in agreement or in disagreement to the evaluation sheet over his signature.
11. A teacher should be given a fair length of time to prepare for the conference. (Suggest one week). During this time he should have in his possession his own copy of the evaluation. The conference should not be hurried. By mutual consent the conference may be waived.
12. Written summaries of the total evaluation process are maintained in the teacher's personnel file and copies of filed material are given to the teacher.

(Note: Much of the above philosophy is from the MEA Manuals on Tenure, the phraseology being changed enough to adapt the ideas to our School System.)

AREAS TO BE CONSIDERED IN THE EVALUATION OF FACULTY PERSONNEL

I. Personal Qualifications

A. Proficiency and Training

1. Certification
2. Knowledge of Subject Matter
3. Ability to Communicate

B. Physical

1. Health
2. General Appearance

C. Mental

1. Emotional Stability
2. Personality

D. Philosophy and Attitudes

1. Educational Philosophy
2. Socio-Economic-Political Philosophy
3. Morals and Ethical Values

II. Performance in the Contracted Assignment

A. Quality of Instruction (proficiency in action)

1. Classroom Rapport
2. Motivation and Interest of Pupils
3. Achievement of Individual Pupils
4. Class Preparation
5. Efficient Use of Class Time
6. Nature of Instruction
7. Nature of Assignments

B. Adaptability (Philosophy and Attitudes in Action)

1. Willingness to support school regulations and policy even though at times it be at conflict with own personal philosophy. (If great differences exist and cannot be worked out, the teacher should not expect to remain in the system.)
2. Willingness to adjust subject matter to the needs and the abilities of the students.
3. Makes an effort to keep subject matter up to date.
4. Conscious of, and interested in, community needs.
5. Co-operation with school personnel.

C. Acceptance of Responsibility (Philosophy and Attitudes in Action)

1. The type and extent of supervision given to groups outside the classroom.

2. Willingness to be regarded as a moral influence among young people.
3. Keeping of Records.
4. Care of Equipment.
5. Housekeeping.

D. Interest in the Individual Student (Philosophy and Attitudes in Action)

1. Consideration for the feelings of the student in all situations and a desire to see the problem from the student's point of view.
2. Willingness to give extra help to students.
3. Making a conscientious effort to help students to strengthen their weak points in areas outside the subject matter field.
4. Making a conscientious effort to understand the community and family background of the pupils.
5. Refraining from discussing the frailties of any student unless criticism of a constructive nature can be offered.

III. Growth Potential

- A. Definite plans for the continuation of training.
- B. An interest in classroom experimentation and improvement of methods.
- C. Keeping up to date by professional reading.

FACULTY PERSONNEL EVALUATION SUMMARY

Evart Public Schools
Evart, Michigan

Name: _____ Date: _____

Teaching Assignment: _____

This is the _____ evaluation of this teacher in this school system.

(Note: This evaluation summary of this teacher should be used only in conjunction with the Evaluation Guide for Faculty Personnel.)

Areas of Evaluation	Very Satis-.	Satis- factory	Needs To
I. 1. Training and Proficiency			
I-2. Health and General Appearance			
I-3. Emotional Stability and Personality			
I-4. Philosophy and Attitudes			
II.-1. Quality of Instruction			
II.-2. Adaptability			
II.-3. Acceptance of Responsibility			
II.-4. Interest in the Individual Student			
III. Growth Potential			

Evaluation Comments: (Attach a sheet if necessary).

If additional sheet is attached, place a check here: _____.

Comments of Faculty Member Being Evaluated: (Used back of this sheet if necessary).

Signature of Faculty Personnel

Signature of Evaluator