

Aug. 1, 1975

EVART PUBLIC SCHOOLS

EVART, MICHIGAN

MASTER CONTRACT

1972 - 1975

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Evart Public Schools

Evart Public Schools
515 North Cedar
Evart, Michigan

This Agreement entered into this _____ day of _____, and revised _____, 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 .

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 predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in 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,

It is understood that the above shall in no way be construed as part of the Agreement which follows:

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

ARTICLE I

RECOGNITION

- A. 1. The Board hereby recognizes the Association as the exclusive bargaining representative for all full-time and regularly employed part-time professional personnel, including personnel on tenure and probation, as classroom teachers, guidance counselors, librarians, and driver education instructors employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel such as but not necessarily limited to the superintendent, building principals, and part-time teaching principals, and all office and clerical or non-certified personnel and all others.
2. The term teacher when hereinafter used in the 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.
3. A teacher who teaches at least three (3) hours per day and five (5) days per week, and at least twenty (20) consecutive teaching days in the same position or subject matter during the school year, shall be considered a regularly employed part-time teacher.
- Any teacher who satisfies the above requirements will be accorded the benefits of this contract upon a pro-rata basis. Any teacher teaching less than the above requirements, shall be considered a substitute teacher and shall not be accorded the benefits of this contract.

If a teacher shall teach full time for a period of twenty (20) consecutive teaching days in the same position or subject matter, he shall no longer be considered a substitute and shall automatically be paid at the rate of a full time teacher and be accorded the rights of this contract.

If a teacher shall be initially employed to cover a period of twenty (20) consecutive days, the teacher shall commence employment at a regular teacher's rate of pay.

B. The Board agrees not to 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 the intervention of the Association provided that said Association shall be given the opportunity to be present at such adjustment and that the adjustment is not inconsistent with the terms of this Agreement.

C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the secretary of the Association an assignment authorizing deduction of membership dues of the National Education Association and/or the Michigan Education Association and the Ewart 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.

ARTICLE II

TEACHERS' RIGHTS

- A. The Board of Education hereby agrees that teachers of the bargaining unit are accorded all the rights, privileges and duties of the applicable laws of the State of Michigan, as well as the Constitution of the State of Michigan and of the United States.
- B. The Association and its members shall have the right to use a room and the school buildings at all reasonable hours for meetings of the local EEA provided it shall first obtain permission from the administration. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off of school premises. Bulletin boards in the teachers' lounge shall be available for use by the Association, and the Association assumes the responsibility for the materials placed thereon by the Association.
- C. 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.
- D. 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 III

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.
5. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
6. Determine the size of the work force and to the management organization, its functions, authority, amount of supervision and table of organization.

7. Determine the services, supplies, and equipment necessary to continue its operations and determine the methods, schedules and standards of operation and of carrying on the education and the right to institute new and improved methods or changes therein.
8. Determine the policy affecting the selection, evaluation, and training of employees provided such selection is based upon lawful criteria.

B. 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 IV

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, 1973, 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 normal teaching load as hereinafter defined and upon the school calendar which calls for a maximum of 182 teacher days and a minimum of 180 days of student instruction as defined by state law.
- C. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board may be released from regular duties. If negotiations do occur during the school day, the teacher shall suffer no loss of salary. All such negotiations, however, shall be conducted outside of the regular school day whenever possible.
- D. In the event a teacher is assigned an extracurricular activity and resigns from said activity prior to its completion, the compensation therefor will be pro-rated between the original teacher and his successor on the basis of the amount of work performed and that work left to be performed. Pro-ration shall be decided within five (5) school days by the teachers involved. In the event they are unable to agree within the time specified, the Board shall make the final decision as to pro-ration. In no instance shall the Board of Education be required to pay more than the original money allotted for said extracurricular activity.

ARTICLE V

TEACHING HOURS

- A. The teachers normal teaching hours in the school shall be as follows:
1. Teachers check in no later than one-half (1/2) hour before classes start in the morning.
 2. Teachers are to be at the assigned place of duty not later than fifteen (15) minutes before classes start in the morning.
 3. Teachers are not to leave school earlier than one-half (1/2) hour after the close of the students' day except on Fridays or days preceding holidays, on which days teachers may leave as soon as the busses have left and all children are dismissed. The principal in his own discretion may excuse teachers early on other days. It is understood that, notwithstanding the above, administration may call building- or system-wide faculty meetings beyond the above stated hours so long as they shall not exceed a total of two (2) hours per month beyond the normal working day.
 4. Teaching hours shall be between 8:00 a.m. and 4:00 p.m. for the 1972-73 school year.

ARTICLE VI

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, which encompass 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. Reasonable effort will be made to notify teachers of their tentative schedules prior to June 1. Such changes thereafter will be voluntary to the extent possible, but only after notice to the teacher involved.
- D. The Board shall issue written contracts (either separate or as a supplement to standard teaching contracts) for non-tenure positions calling for extra pay as soon as all positions are filled. The administration shall post all unfilled positions for a period of not less than ten (10) working days prior to assignment by the administration. It is understood that qualified, certified faculty will be employed for extracurricular activities in preference to non-certified employees. Further, it is expressly understood that non-tenure positions are subject to annual re-assignment in the discretion of the Board.

E. The unassigned preparation period will be used for professional duties such as preparation for ensuing classes or personal conferences with students, administration, parents or others.

ARTICLE VII

TEACHING CONDITIONS

- A. Because pupil-teacher ratio is an important aspect of the effective educational program, and because pupil-teacher ratio depends upon availabilities of teachers, demand of students for the particular class, economics, and availability of classrooms, the parties agree that class size will be an important consideration of administration in their assigning of pupils to teachers and will attempt to follow the general average grade level of thirty (30) pupils per classroom in all grades.
- 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 shall reduce their joint recommendations to writing and refer same to the Board for its immediate consideration.
- C. Under no conditions shall a teacher be required to drive a school bus as a part of his regular assignment.
- D. The Board of Education will make available in each school, lunchrooms, restrooms and lavatory facilities for teachers' use and at least one room, furnished, which shall be reserved for use exclusively as a faculty lounge in which smoking shall be permitted. It is expressly understood that the present practice complies with the intent of this paragraph.
- 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.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any position within the bargaining unit shall occur, the Board shall publicize same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be permanently filled until the same shall have been posted for at least fifteen (15) days. It is expressly understood that if a vacancy occurs during the school year, the administration may temporarily fill said vacancy for the balance of the year without regard to applications in order to avoid disruption of the student-teacher relationship during the school year.
- B. Any teacher possessing the qualifications of the posted position may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background, attainments of all applicants, the length of time each has been in the school system, evaluations of the teacher, and recommendations of the building principals. The Board declares its support of a policy of promotion within its own teaching staff. The word "service" when used in this Article shall mean continuous employment within the district, but shall exclude all periods when the teacher was on leave of absence for any cause.
- C. The Board shall cause the posting of administrative positions for a period of fifteen (15) days prior to permanent filling of same, however, the Board reserves the right to fill administrative positions in their own discretion.
- D. 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

LAY-OFF PROCEDURE

- A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be based on continuous service with the Evert Board of Education as set forth in Paragraph C. Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- C. Seniority within the school system shall be determined by using the following criteria:
1. Professional qualifications and certification as approved by the Department of Education of the State of Michigan.
 2. Years of continuous employment in grades K-6 and by subject matter taught in grades 7-12.
 - a. In case of equality above, the following factors shall be considered:
 1. Length of service in Evert Schools
 2. Experience in subject or K-6 grades in the last ten (10) years.
 - b. Should there be equality in 1 and 2 above, evaluation ratings of the last three (3) years may be used.
- D. Any teacher who is granted tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.

E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the 15th day of January.

F. Necessary Reduction of Personnel - Lay-off. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.
2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
 - a. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
 - b. In the event seniority teachers must be laid off, layoff will be on the basis of seniority as specified in paragraph C above. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list,

the Association shall have the right to file a written grievance thereon within not more than ninety-six (96) hours after the termination of the meeting requesting review of the list.

- c. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for more than one-half of the school year, otherwise such teachers shall remain on the same salary step.

G. Recall - Seniority teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board for which they are certified and qualified.

H. Employees who are sent notification of recall and fail to respond within seven (7) days or five (5) days of receipt of notification, whichever comes first, or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned.

I. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

J. It shall be the duty of the teacher to maintain a current mailing address with the administration.

ARTICLE X

LEAVES OF ABSENCE

A. Sick Leave.

1. Ten (10) days for the first year of teaching and fifteen (15) days each year thereafter accumulative to a total of ninety (90) days. If a teacher goes to a funeral, other than those specified by the Master Contract or approved by the Superintendent in his sole discretion, the teacher shall forfeit only the regular substitute's salary.
2. 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, son or daughter-in-law, grandchildren and grandparents.
3. The Administration reserves the right to request a doctor's statement for suspected abuses of sick leave. The doctor's fee shall be at the expense of the Board. (The Association will furnish the Board team a Letter of Understanding to be signed by both parties indicating that the Board may include the cost of the doctor's fee in any disciplinary action taken validly under the abuse provisions which follow.) The Association agrees that abuse of sick leave as above stated is not only contrary to professional behavior but may in appropriate cases constitute reasonable and just cause for disciplinary action.

4. In order to be eligible for pay for sick leave, as above stated, teachers shall be required to notify the building principal or his representative in the event of such an absence prior to 7:30 a.m. of the expected day of absence so that a substitute may be obtained unless circumstances make such notification impossible. In the event the teacher does not comply with the provisions hereinabove stated, the teacher will be required to obtain a written waiver from the building principal and present same to the superintendent's office. The building principal may waive the required notice in his sole discretion. Notification for funeral leave or death in the immediate family will be expected as soon as practicable to the superintendent of schools or the building principal.
5. Should a teacher exceed their accumulated sick leave they shall receive the difference between the substitutes's pay and their pay for a maximum of five (5) days.

B. Personal Business Day - Each full time teacher will be allowed two (2) days per year for the purpose of conducting business which cannot normally be carried on after school hours or on Saturday or Sunday. These days shall be non-accumulative. The request for a business day shall be made at least twenty-four (24) hours in advance of the time to be used, except in cases of emergency, and must be approved by the superintendent's office. It is expressly understood that the administration reserves the right to request the reason for personal business and that the same may not be used to extend holidays, weekends or vacation periods. Business days may be taken in one-half (1/2) day multiples upon approval of the superintendent.

C. Retirement Pay - If a teacher shall retire from the Ewart Public Schools system and from teaching as a profession, a lump sum payment of unused accumulated sick leave at the rate of twenty (\$20.00) dollars per unused day up to sixty (60) days maximum may be paid the teacher provided they have had at least ten (10) years of continuous service in the system. Leave of absence granted by the Board of Education shall not serve to interrupt the continuous service.

D. Workmen's Compensation Benefits - Any teacher, who is absent because of an injury or disease, compensated 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.

E. Other leaves of absence with pay not chargeable against the teacher's sick leave allowance as hereinbefore specified may be granted for the following reasons:

1. Court appearance as a witness in any school-connected case where the teacher is not a party to the suit or where the Association is not a party to the suit except where subpoenaed by the Board.
2. Approved visitations at other schools or for attending educational conferences or conventions.
3. Time necessary to take a selective service physical examination.

F. Leaves of Absence without pay for a period of up to one (1) school year may be granted by the Board in its sole discretion for the following purposes:

1. Study related to the teacher's licensed field.

2. Study to meet eligibility requirements for a certificate other than held by the teacher.
3. Study, research or special assignment involving advantage to the school system as determined by the Board of Education.
4. Illness in the teacher's immediate family which requires the teacher's personal supervision.

The Board of Education may grant a salary increment for such time as the teacher is on approved leave of absence as it may in its sole discretion determine.

G. Maternity Leave - Maternity leave without pay shall be granted to married, female teachers up to a maximum of one (1) year, renewable at the discretion of the Board.

1. In order to obtain a maternity leave, the teacher shall make a tentative request for said leave in writing at least five (5) months prior to the expected date of birth, giving the anticipated date of birth of the child and the requested beginning and ending dates of said leave. Said request shall be filed with the superintendent of schools.
2. The teacher requesting maternity leave, her doctor, and the superintendent will determine the leave of absence beginning and ending date to correspond as nearly as possible with the beginning and ending of school, semester, or marking period to maintain the continuity of the student-teacher relationship as nearly as possible and the health of the applicant as certified by her physician. If the above dates are not obtainable by mutual agreement, the Board of Education shall have the prerogative of setting said dates.

3. Upon the granting of said leave by the Board of Education, the teacher shall be entitled to return to the school system upon the expiration of said leave.
4. It is the responsibility of the teacher on leave in excess of four (4) months to remain in contact with the Board and to notify it of her intent to return at least sixty (60) days prior to the ending date of the leave of absence as specified by the Board. Failure to notify the Board on or before the sixty (60) day period shall be conclusively deemed as a resignation.
5. A teacher may make written application to the superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education in cases of stillbirth or miscarriage. Within thirty (30) days after written notice, the teacher shall be returned to her original position. If the teacher's leave shall be five (5) months or less she shall receive full experience credit for salary purposes.
6. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed a resignation.
7. Failure to apply for a maternity leave as hereinabove specified may result in termination of employment.
8. Maternity leave will be granted without pay and without experience credit and without sick leave accumulation with the understanding that salary increment and other benefits accumulated before the leave will be retained upon reinstatement.

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. It is understood that formal classroom evaluation as well as evaluation in assigned school-related activities are used by the administration for the purpose of determining work performance of the teacher and that in some instances daily conduct of a teacher may affect a formal evaluation. It is understood that a teacher by the very nature of his profession is an example to the youth around him and that, as such an example, he must conduct himself professionally at all times on or about the school premises while engaged in school activities. The use of eavesdropping, closed circuit television, public address or audio systems shall be strictly prohibited for the use of evaluation.

B. A copy of the written evaluation shall be submitted to the teacher in a joint conference between the faculty person and the principal, at which time evaluations shall be discussed, and a copy shall be given to the teacher and another placed in the teacher's official personnel file in the superintendent's office. If the teacher believes that material to be placed in his file is inappropriate or in error he may receive adjustment, provided cause is shown, through the grievance procedure. If the teacher is asked to sign materials placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

C. Each teacher shall have the right, by appointment, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher at this review. Privileged information, such as confidential credentials and related personnel references from sources outside the Ewart Public Schools, are specifically exempt from review.

D. No teacher shall be disciplined or reprimanded without just cause.

ARTICLE XII

PROTECTION OF TEACHERS

A. The teachers and administration will work together in an attempt to provide the best possible educational services for all students of the district. Whenever it appears to a teacher that a particular pupil requires special attention, the teacher will render to that individual pupil as much attention as possible and may refer the pupil to the administration for further counseling, social worker investigation, physician or other professional persons for the good of the pupil.

B. Any case of an assault upon a teacher shall be immediately reported to the administration and the teacher shall be required to give a full written explanation of the matter at the request of the administration. The Board may upon request provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and may provide legal counsel to defend or prosecute on behalf of the teacher, provided the teacher has acted professionally and within the scope of Board and administration policy.

C. Teachers are expected to exercise reasonable care with respect to the safety of pupils and property, and it is understood that they may be individually liable where they act in a negligent manner. If a teacher is complained against or sued because of disciplinary action taken by the teacher against a student, the Board upon determination that the teacher has acted reasonably will provide legal counsel for the teacher in his defense provided that the teacher does not have professional responsibility insurance.

D. Time lost in connection with B and C above shall not be charged against the teacher if the Board determines that the teacher has acted reasonably and within the scope of Board or administration policy.

E. Any complaints by a parent or a student directed toward a teacher shall promptly be called to the teacher's attention if considered serious enough by the appropriate administrator to add to the teacher's personnel file.

ARTICLE XIII

NEGOTIATION PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefor, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.
- B. 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 mutual consent. 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.
- C. Notwithstanding the above paragraphs the parties agree to renegotiate the salary schedule labeled Schedule A and the non-tenure duties and insurance provisions contained within Schedule A and School Calendar for the 1973-74 school year and the 1974-75 school year. Such negotiations shall commence in accordance with Article IV A.

D. 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.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this Contract.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion, failure to re-employ any probationary teacher, placing of any non-tenure teacher on a third year of probation, failure to re-employ any teacher to a position on the extra-curricular schedule, and any matter involving subjective teacher evaluation).

B. The Association shall furnish the building principal the names of the building representatives assigned by the Association to handle grievances on or before the 15th day of September of each year of this Contract. The Board hereby designates the principal of each building to act as its representative at Level One, as hereinafter described, and the superintendent or his designated representative to act at Level Two, as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following: signature by the grievant or grievants, specific statement of the grievance, a synopsis of facts giving rise to the alleged violation, citation of the section or subsection of the Contract alleged to be violated, the date of the alleged violation, and shall specify the relief requested. Any written grievance shall be substantially in accordance with the above requirements.

E. Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within twenty (20) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One. Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting on or before the Thursday preceding or five (5) calendar days preceding the next regularly scheduled board meeting. Once filed, the grievance shall be placed upon the agenda of the next regularly scheduled meeting. Any grievance appealed to the Board shall contain the endorsement of approval or disapproval of the Association thereon.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate 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 one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four - Only the Association shall have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the

hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales.
 - c. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board in compliance with this agreement.
 - d. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide.
5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
6. If either party disputes the arbitrability of any grievance, the arbitrator shall first rule upon the issue of arbitrability before proceeding to the content of the grievance. In the event the arbitrator rules against arbitrability, the grievance shall be disposed of without

recommendation on the content of the grievance.

7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
8. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

G. The Association shall have the right to initiate grievances involving a group of teachers as an Association grievance.

H. All preparation, filing, presentation or consideration of grievances shall normally be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except when mutually agreed to the contrary.

I. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

J. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE XV

CONTINUITY OF PROFESSIONAL SERVICE

The Association (or its members) agrees not to strike during the life of the Contract, nor will it aid or support any strike by any other employees of the district.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. 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.
- B. 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.
- C. 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.
- D. 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.

E. 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 application shall continue in full force and effect.

F. All teachers reaching the age of sixty-five (65) shall retire from employment with the system. However, a teacher may request in writing to the Board, on or before March 1 of the school year preceeding the attainment of age sixty-five (65), consideration for temporarily continuing employment on a year to year basis. Upon receipt of such request, the Board may grant same based on criteria equally applied to all teachers, if they wish to retain said teacher beyond the established retirement age for the benefit of the school system. If the teacher is so retained, he shall continue all of his prior rights on the salary schedule.

DURATION OF AGREEMENT

This Agreement shall be effective as of and shall continue in effect for three (3) years, until August 1, 1975. 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

DATED: _____

WITNESSED BY:

EVART PUBLIC SCHOOLS
TEACHER SALARY SCHEDULE
1972-1973

SCHEDULE "A"

STEP	B A	B A+ (20 Hours)	M A
1	8,000.00	8,300.00	8,600.00
2	8,360.00	8,670.00	8,980.00
3	8,720.00	9,040.00	9,360.00
4	9,080.00	9,410.00	9,740.00
5	9,440.00	9,780.00	10,120.00
6	9,800.00	10,150.00	10,500.00
7	10,160.00	10,520.00	10,880.00
8	10,520.00	10,890.00	11,260.00
9	10,880.00	11,260.00	11,640.00
10	11,240.00	11,630.00	12,020.00
11	11,600.00	12,000.00	12,400.00

*	*	*	*	*	*
<u>NON-TENURE</u>		<u>DUTIES</u>			
Head Football	10%	12th Grade Sponsor		320.00	
Ass't Football	7%	11th Grade Sponsor		175.00	
J.V. Football	7%	10th Grade Sponsor		100.00	
Ass't J.V. Football	7%	9th Grade Sponsor		100.00	
Head Basketball	10%	8th Grade Sponsor		75.00	
J. V. Basketball	7%	7th Grade Sponsor		75.00	
9th Basketball	7%	F. H. A.		150.00	
8th Basketball	5%	Yearbook		300.00	
7th Basketball	5%	Senior Play		250.00	
Baseball	8%	Junior Play		250.00	
Jr. High Track	5%	Debate and Forensics		150.00	
Track	8%	Marching Band		475.00	
Girls Basketball	400.00	Summer Band		450.00	
Department Coordinators	10%	Varsity Club		150.00	
The above salaries maximums will be based on the 6th step of the B.A. Schedule in accordance with the number of years of experience in that area or sport.		Ticket Sellers		2.00/per hr	
		Bus Chaperone		2.00/per hr	
		Driver Ed/per hour		7.00/per hr	
		Noon Hour Duty		3.50	
		Adult Education		600.00	
		Student Teachers		50% of	
G.A.A.	100.00				College Rebate
Var & Jr Var Cheerleaders	250.00				
9th Cheerleaders	125.00				
7 & 8th Cheerleaders	125.00				
Honor Society	150.00				

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.

EVALUATION GUIDE FOR FACULTY PERSONNELAREAS 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).

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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 Satisfactory	Satisfactory	Needs To
I.1. Training and Proficiency			
I.2. Health & General Appearance			
Emotional			
I.3. Stability and Personality			
I.4. Philosophy and Attitudes			
II.1. Quality of Instruction			
II.2. Adaptability			
II.3. Acceptance of Responsibility			
Interest			
II.4. 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