

7235

8/15/91

MASTER AGREEMENT
BETWEEN
EVART EDUCATION ASSOCIATION
AND
EVART BOARD OF EDUCATION
FOR THE YEARS 1989-1991

Evart Public Schools

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This agreement entered into this 16th day of August, 1989, by and between the Board of Education of Evert Public Schools, hereinafter called the "Board", and the Evert Education Association, hereinafter called the "Association".

WITNESSETH

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 1

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 personnel, non-certified personnel, substitutes 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, or is employed every other day, and is assigned to the same position or subject matter during the school year on a regular basis (excluding substitutes), shall be considered a regularly employed part-time teacher. A regularly employed part-time teacher shall be accorded the benefits of this

contract on a pro-rata basis. Any teacher teaching less than the above requirements shall not be accorded the benefits of this contract.

When a substitute teacher shall be employed in the same position or subject matter for fifteen (15) consecutive days, he shall be paid \$60.00 per day, commencing on day 16. He shall be placed on the first step of the B.A. salary schedule commencing with day 31 of the same position, and be accorded full benefits of the contract.

- B. The Board agrees not to negotiate with any other teacher's 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. Nothing in this section shall be interpreted or construed to permit an individual to process his/her grievance to arbitration without the support of the Association.
- C. 1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure below.

Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

- 2. The procedure in all cases of nonpayment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for

- compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph (a) above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
3. Pursuant to Chicago Teachers' union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
 4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
 5. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the District shall have no obligation to make involuntary deduction of service fees under this Section until such time as the Association shall furnish the District with

verification that the Association's "Policy Regarding Objections to Political-Ideological Expenditures" has been approved by the Court of record in "Lenhart v Ferris Faculty Association-MEA/NEA", 643 F Supp 1306 (WD Mich, 1986). Further, the Association promptly agrees to notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political-Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.

6. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member whose wages have been subject to involuntary deduction under this Article.

ARTICLE 2

TEACHER'S 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 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. Four (4) copies of the minutes and agenda of the Board of Education meetings and one (1) copy of the financial statement will be given to the president or secretary of the Evert Education Association.

ARTICLE 3

BOARD RIGHTS

- A. The Board, on its own and electors of the school districts' 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. To determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 6. To determine the size of the work force and to the management organization, its functions, authority, amount of supervision, and table of organization.
 7. To 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. To 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 judgement 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 4

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.
- B. The salary schedule is based upon normal teaching load as hereinafter defined and upon the school calendar which calls for a maximum 184 teacher days and a minimum of 180 days of student instruction as defined by state law. (178 days as long as we get two days for inclement weather that do not have to be made up.)
- 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 therefore will be prorated between the original teacher and his successor on the basis of the amount of work performed and that work left to be performed. Proration 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 proration. In no instance shall the Board of Education be required to pay more than the original money allotted for said extracurricular activity.
- E. When any teacher agrees to substitute for another teacher during his preparation period, he shall be paid at the rate \$9.75 per class hour, payable in the last payroll of each calendar month.

Teachers in both buildings may elect, in lieu of hourly compensation, to accrue up to 1 day of comp time. This comp time may be used in half or whole day increment(s), or by class period at the principal's discretion. Unused time may be carried over and used only during the following school year. Any time not used by May 15 shall be carried over to the next year or compensation shall be paid. Use of compensatory time before or after holidays or vacation periods shall be allowed only if substitutes are available. Any teacher who monitors after school or Saturday detention shall be compensated in the same manner.

ARTICLE 5

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. A teachers day shall consist of a maximum of seven and one half hours (7 1/2) including lunch. On Fridays or days preceding holidays, teachers may leave as soon as the buses have left and all children dismissed. Elementary teachers are not required to supervise the playground activities of students during recess.

The principal in his own discretion may excuse teachers earlier on other days. It is understood that notwithstanding the above, the 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.

ARTICLE 6

TEACHING LOADS AND ASSIGNMENTS

- A. Each junior and senior high teacher shall have a normal weekly teaching load which will include one unassigned preparation period with a minimum of forty-five (45) minutes each day. Junior high teachers will follow same scheduling as senior high until such time as a separate schedule is put into effect. Each elementary teacher shall have a minimum average of 150 minutes per week of unassigned preparation time. Elementary preparation time shall be scheduled during the student day, excluding teacher's scheduled lunch time.
- 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.
- C. In the spring the administration shall issue letters of intent to determine the intent of the teacher in an extra-curricular position to return (or not to return) to that position for the ensuing school year. Upon receiving these letters of intent from the teachers, the administrator shall indicate tentative recommendation thereon and inform the teacher of the administrative decision. The administration shall post all unfilled positions for a period of not less than ten (10) working days prior to assignment by the administration. Upon Board approval, a separate contract will be issued when possible. It is understood that certified teachers within the district will be employed for extracurricular activities in preference to non-certified employees provided they meet the expectations and qualifications of the board.
- Further, it is expressly understood that non-tenure (extra-curricular) positions are subject to annual reassignment at the discretion of the Board. The Board shall make fall assignments at the May Board meeting for all football positions, all girls' basketball positions, band positions and cheerleaders' positions.
- The Board shall make all other non-tenure appointments at the September Board meeting.
- D. 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. Elementary teachers shall be entitled to use unscheduled time during normal working hours for the purposes aforementioned.

ARTICLE 7

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 the assigning of pupils to teachers and shall follow the following guidelines:
1. A maximum of 25 students per class, K-2 or split grade.
 2. A maximum of 28 students per class, 3-6.
 3. A maximum daily average of twenty-nine (29) students per class per teacher in grades 7-12, however, when the size of any one class exceeds thirty-three (33) students even though the daily average is not exceeded, the teacher shall be compensated as described below. The foregoing shall not apply to P.E., Music, and Study Hall.
 4. A maximum of forty (40) students per class in P.E. in grades 7-12 and thirty-five (35) students in grades K-6.
 5. Should a teacher in grades 7-12 have more than four (4) different preparations, they shall be paid \$500 per preparation that exceeds the maximum of four (4) per semester, not including Study Hall, P.E. and Music. This shall only be in effect if a seven (7) period day exists.
 6. Should a teacher have more than 145 students in six (6) classes, not including Study Hall, P.E. or Music, they shall receive \$0.30 per student per day over one hundred forty-five (145) students for the semester. Overload pay shall be retroactive to the beginning of each semester.
 7. In the event that any of the above maxima are exceeded the teacher shall be paid at the rate of three dollars (\$3.00) per student per day over the maximum per attendance day in grades K-6 and \$0.60 per class per student over the maximum per attendance day in grades 7-12.
 8. The count date for the semester shall be the fourth Friday after Labor Day and the fourth Friday of the second semester.
 9. If the administration decides, with the consent of the teacher, that an aide will be provided, the teacher shall be paid the aforementioned money until such time as the aide is working the classroom. Teachers may be allowed to have a non-instructional aide at their expense a maximum of three (3) days per semester.

It is the intent of the Board to keep class size within the above limits whenever possible.

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. 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. 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.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
- E. The teachers shall be permitted to have a coffee maker in the lounge at their own expense.
- F. Adequate parking facilities shall be made available to teachers for their exclusive use.
- G. All personnel covered by this contract shall be given a minimum of 25 minutes free lunch period during which time said personnel shall be given no assigned duties other than taking those disciplinary actions upon students which are a normal part of a teacher's everyday duties. This time shall not include time used in monitoring students as they reenter the building (from warning bell to tardy bell, 5 minutes). This time shall represent an average of 25 minutes per day over the year to accommodate the trading of lunch times in the elementary building.

ARTICLE 8

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A "vacancy" shall be defined as a bargaining unit position which is open due to the death, resignation, retirement, or termination of a bargaining unit member. Newly created bargaining unit positions shall also be considered as vacancies under this Agreement. The Board shall have no obligation to post vacancies when any teacher who is certified and qualified for the vacancy remains on layoff status. If the Board declares its intention to fill a vacancy, it 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 between August 10 and the end of the school year until it has been posted at least five (5) working days. Any vacancy occurring after the last day of school and prior to August 9 shall not be permanently filled until it has been posted for at least fifteen (15) working 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 the applications in order to avoid disruption to the student-teacher relationship during the school year. (Should the vacancy occur during the summer months, those teachers with a "Transfer Request Letter" on file in the Superintendent's office for that vacancy will be notified through payroll transmittal. In addition, the President of the Association shall be notified in writing of all vacancies at time of posting. "Transfer Request Letter" shall be kept on file for only one calendar year.)
- B. Any teacher possessing the certification at the time of posting 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 the policy of promotion within its own teaching staff.
- C. Unsuccessful applicants shall be granted, upon request, a written explanation by the building principal, as to the reason(s) the request was denied.
- D. The Board shall cause the posting of administrative positions for a period of ten (10) days prior to permanent filling of same; however, the Board reserves the right to fill administrative positions in their own discretion.
- E. 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 under this agreement prior to such transfer to supervisory or executive status. It is further understood that should an administrator desire to return to a teaching position, such administrator shall have no right to bump a current employee or take the position for which a laid off person is certified.

- F. The administration agrees that prior to each involuntary transfer, it will explore other alternatives open to it within a reasonable period of time as well as discuss the reasons therefore with the teacher to be affected.
- G. 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. In the event the teacher refuses consent, the administration shall have the right to effectuate involuntary change, but only after notice to the teacher.

ARTICLE 9

LAYOFF PROCEDURE

- A. Before the Board makes any necessary reduction in personnel, it will first consult with the Association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid-off and the re-employment rights of such persons.
- B. By October 1, a seniority list shall be prepared by the Board and presented to the Association for approval.
 1. All teachers shall be ranked on the list in order of their beginning date of employment in this school district.
 2. If two or more teachers are found to have equal status in one (1) above, the teacher possessing the most teaching experience shall be placed higher on the seniority list.
 3. If two or more teachers are found to have equal status in one (1) and two (2) above, the teacher possessing a master's degree shall receive the higher ranking on the seniority list.
 4. If two or more teachers are found to have equal status in one (1), two (2), and three (3) above, the teacher possessing the greater number of hours beyond his degree shall receive the higher ranking on the seniority list.
 5. If two or more teachers are found to have equal status in one (1), two (2), three (3), and four (4) above, the teachers so affected will participate in a drawing, by lot, to determine position on the seniority list. The Association and teachers so affected shall be notified in writing of the date, place, and time of the drawing conducted by the Superintendent and Association president. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
 6. The seniority list shall be published and posted conspicuously in all buildings of the district. Periodic revisions shall be derived, published, and posted in the same manner as described above.
 7. All seniority is lost when there is both severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to layoff or leave of absence.

8. In the event of necessary reduction, the following procedures and conditions shall be observed by the Board.

The Board shall develop in consultation with the Association a list of necessary staff positions based upon the proposed educational programs of the forthcoming school year. This list shall be developed prior to June 15 of each year for the forthcoming year. Such list shall include types of positions required, i.e., grade level (elementary), subjects (grades 7 through 12), special services (social workers, nurses, special education, diagnosticians, etc.). This list of staff positions shall be published and posted in each building and a copy shall be sent to the Association. Such list shall contain the names of the teachers to be retained as determined by 9a through 9d below.

- a. Beginning with the first name on the seniority list, each tenure teacher will be placed in an assignment matching his/her current grade, if an elementary teacher, or department, if a secondary teacher, and building, if this is possible, based upon staffing needs.
- b. If no vacancy exists in the tenure teacher's current grade or department, he/she will be assigned to another grade or department for which he/she is certified. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.
- c. Beginning with the first name on the seniority list, each probationary teacher will be placed in an assignment matching his/her current grade, if an elementary teacher, or department, if a secondary teacher, and building, if this is possible, based upon staffing needs.
- d. If no vacancy exists in the probationary teacher's current grade or department, he/she will be assigned to another grade or department for which he/she is certified. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.
- e. If no vacancy remains in any grade or department for which the teacher is certified, the teacher will be laid off effective the end of the current school year upon written notice made not later than June 15.
- f. Qualifications for placement in a position shall be determined by the valid state teaching certificate(s) or license(s) currently held by the teacher.

- g. The Association shall be notified of the date, time, and place when the above procedures are implemented and related assignments are made.
- h. If, as a result of fourth Friday count, the district encounters a substantial loss in student enrollment and thereby a corresponding loss in State Aid, the Board will meet with representatives from the Association to review the situation and seek a direction mutually agreeable to both parties. Since the Board is ultimately charged with the responsibility for running the district, the parties recognize that the final decision rests with the Board.

Should staff and/or program cuts become absolutely necessary, rationale for such decisions shall be made available from the Board to the Association and its members.

ARTICLE 10

RECALL

- A. A laid-off teacher shall be recalled to the first vacancy for which he/she is certified in reverse order of layoff.
- B. A laid-off teacher shall be considered laid-off until he/she is reinstated in the district, refuses an offer from the Board of a position for which he/she is certified, or fails to respond within ten (10) days of its receipt to a written offer of a position made by the Board. The teacher must be able to return within thirty (30) days of said receipt.
- C. Notifications of a recall shall be made in writing, a copy being sent to the Association. The notification shall be sent by certified mail to the teacher's last known address. The teacher is responsible for notifying the district of any change in address which may occur during the period of lay-off.
- D. Recalled teachers shall be entitled to all sick leave and leave benefits accumulated at the time of layoff and those existing in the contract at the time of recall.
- E. The certification of a teacher to be laid off shall be the certification on file with the Board at the time the notice of layoff is sent. The certification of a teacher to be recalled from layoff shall be the certification on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's responsibility to notify the Board in writing of any corrections or changes.
- F. The parties agree that they have a primary responsibility to find teaching positions for all laid off teachers at the earliest possible date. When a vacancy occurs for which a laid off teacher is certified, that position shall be filled by that laid off teacher. Should more than one be certified, the most senior shall be selected. Individuals who are currently employed (not on layoff), shall not be entitled to move into a vacancy ahead of a certified laid off teacher, even though the current teacher possesses proper certification and has greater seniority. If a laid off teacher does not have proper certification for a vacancy, or, if no one is on lay off waiting for an opening, the regular vacancy language shall apply.
 - 1. Exceptions:
 - a. If, in the process of laying off staff, a teacher is removed from his teaching position (referred to as

position A), but possesses greater seniority and certification and decides to bump another less senior teacher (taking position B), thereby causing the less senior teacher to be laid off, then at the time of recall and the reestablishment of Position A, the first most senior teacher shall have the option to return to his original position, thereby allowing the second less senior teacher to return to his original position.

- b. At the time of recall, assuming that all certification requirements are in place, two teachers, where at least one is returning from lay-off status, may request an exchange of assignments from the superintendent.

ARTICLE 11

LEAVES OF ABSENCE

A. Sick Leave

1. Each teacher shall be entitled to ten (10) days for the first year of teaching and fifteen (15) days each year thereafter accumulative to a total of one hundred twenty (120) 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, scheduled doctor's appointments, 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 Board reserves the right to require a physical and/or mental examination by a Board-designated physician in cases where abuse of sick leave is suspected. Such examination shall be paid for by the school district. 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 7:00 am 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 his accumulated sick leave, he shall receive the difference between substitutes' pay and his pay for the maximum of five (5) days.

6. Where the school district has reason to believe that a teacher is not mentally and/or physically capable of resuming his/her teaching responsibilities, the Board may require verification of these capabilities, including a physical and/or mental examination by a Board designated physician at school district expense.
 7. Whenever a situation arises whereby a teacher has used his/her accumulated sick leave and is still facing a substantial loss of income due to catastrophic circumstances, the Board and Association shall meet to investigate the feasibility of donating sick days to said individual. At no time shall the donated number of days exceed forty-five (45).
- B. Personal Business Day - Each full time teacher shall be allowed two (2) personal days. The request for said days shall be made five (5) days in advance of the time to be used, except in cases of emergency. Personal days may be taken in half or whole day multiples, and shall be non-accumulative. Use of personal days before or after holidays or vacation periods shall be allowed only if substitutes are available.
- Part-time teachers shall be given one such day prorated.
- C. Association Days - The Evert EA will be given a total of three (3) Association days for the purpose of conducting Association business which cannot be done outside of regular school time. These days shall be used at the sole discretion of the Association, and the expense of the substitute shall be paid by the Board. These days shall be non-accumulative.
- D. Inclement Weather - A teacher shall be allowed one (1) day without loss of pay per school year when he is prevented from arriving at school due to severe inclement weather. The administration reserves the right to require proof of inability to get to school.
- E. Retirement Pay - If a teacher shall retire from the Evert Public School system and from teaching as a profession, a lump sum payment of unused accumulated sick leave at the rate of twenty-five (25.00) per unused day up to eighty (80) days maximum may be paid the teacher, provided he has had at least fifteen (15) years of continuous service in the system. Leave of absence granted by the Board of Education shall not serve to interrupt the continuous service.
1. The teacher shall provide a written resignation to the superintendent and the Board of Education.

2. The teacher is eligible for benefits under the Michigan Public School Retirement System.
- F. Workers' Compensation Benefits - Any teacher who is absent because of an injury or disease compensated under the Michigan Workers' Compensation Law, shall be entitled to draw from his/her accumulated sick leave the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the current school year in which the illness or injury occurs.
- G. 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 visitation at other schools or for attending education conferences or conventions.
 3. Time necessary to take a selective service physical examination.
 4. Teachers will be given jury duty time off with the Board of Education paying the salary difference between jury duty and the teacher's salary. The teacher would be on the job except when actually serving jury duty.
- H. After ten (10) years of teaching, seven of which must be in the Evart Public Schools, a General Leave of Absence of up to one (1) year may be granted to a teacher upon application and 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.
 5. Extended maternity care, or other reasons deemed acceptable by the Board of Education.

General Leaves of Absence shall be under the following conditions:

1. Such leave shall be without salary or fringe benefits.
 2. Such leave shall correspond with the beginning and ending of the next school year.
 3. Application for a General Leave of Absence must be submitted prior to May 1.
 4. The teacher shall notify the Board, in writing, of their intention to return to the Evert Public Schools by May 1.
 5. The teacher shall return to his/her former position unless such position is filled, in which case he/she shall be returned to a position for which he/she is certified. (Refer to layoff language if necessary.) The teacher shall not advance on the salary schedule during the time spent on leave, but shall retain seniority accrued at time of leave of absence.
 6. No more than two (2) teachers may be on a General Leave of Absence at any one time. If there are more applicants than leaves available, the teacher(s) with the most seniority shall be granted the leave(s).
 7. At the Boards sole discretion, additional General Leaves of Absence may be granted.
 8. Once a teacher has completed a General Leave of Absence, he/she will once again become eligible for another General Leave by meeting the qualifications as contained above. The accumulation of service time (ten (10) years) would be service accumulated following completion of his/her General Leave.
- I. Planned Leave of Absence Without Pay - A request for a planned absence must be made at least seven (7) days prior to the date of absence. All request shall be submitted to the superintendent, for approval, on a prepared form. A planned leave of absence cannot be used immediately proceeding or succeeding any scheduled interruption of the school calendar such as a holiday or vacation. Planned absence will not be approved for more than three (3) consecutive school days and a suitable substitute must be obtained. A teacher using a planned leave of absence day shall have his or her salary reduced by the daily rate of pay as specified in Article IV, Section B.
- J. Anticipated Prolonged Medical Disability
1. Any teacher who can anticipate a prolonged disability which would cause the teacher to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity related physical disabilities) shall notify the

building principal, in writing, as soon as possible. The notification shall contain the projected dates of absence.

2. It is understood that use of sick leave shall be only for the duration of the actual disability. The Board reserves the right of written verification of the disability(s) from a physician.
 3. Any teacher who can anticipate a prolonged disability shall have the option of submitting a written request for an unpaid leave of absence as set forth in Article 10, H., or receiving whatever sick leave benefits may be available only for the duration of the actual incapacity. However, if the disability continues after all accumulated sick leave has been used, the teacher will automatically be placed on an unpaid leave of absence for the duration of the disability, as verified by a physician, but not to exceed one calendar year.
 4. The Board shall grant, pursuant to the conditions set forth in Article 10, to any teacher a an unpaid leave of absence for an anticipated prolonged disability (such as scheduled surgery, other confinement to home or hospital, including maternity and maternity related physical disabilities). The teacher may continue teaching as long as he/she is physically able in the written opinion of the physician. In the event the administration disagrees with the employee's physician's written opinion the administration may, in its discretion, direct the employee to have a physical examination by a physician selected by the Board. Such physical examination shall be at the Board's expense.
 5. The employee shall notify the superintendent in writing at lease thirty (30) days prior to the intended date of return.
- K. Early Retirement Incentive - Any teacher with a minimum of 15 years of service to the Evert Public Schools and having attained 30 years experience in education shall, upon their retirement from the teaching profession and school district, be eligible for an early retirement incentive as follows:

YEARS	PERCENTAGE OF CURRENT SCHEDULE A SALARY
30-34	25%
35	23%
36	21%
37	19%
38	17%
39	16%
40 + YEARS	15%

- L. Anyone who has been in the Evart Public School system for 10 years and who would have qualified under the "age" program in the 1987-89 contract, may opt to be "grandfathered" under the provisions of the previous contract.

AGE	PERCENTAGE OF SCHEDULE A SALARY
52-55	25%
56	23%
57	21%
58	19%
59	17%
60	16%
61-62	15%

ARTICLE 12

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly with full knowledge of the teacher. Formal classroom evaluation as well as evaluation in other school related activities, is used by the administration for the purpose of determining work performance of the teacher and in some instances daily conduct of a teacher may affect a formal evaluation. The private and personal life of the teacher is not within the appropriate concern or attention of the Board unless the same shall adversely affect the pupil-teacher relationship. A teacher by the very nature of his profession is an example to the youth around him and therefore must conduct himself professionally at all times on or about the school premises while engaged in school activities. The use of eaves-dropping, 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. Written evaluations shall be completed within 10 days of the observation. If a teacher disagrees with the written evaluation, he shall write a rebuttal which shall be attached to the written evaluation.
- C. Probationary teachers shall be evaluated twice a year, preferable once each semester.
- D. Each teacher shall have the right, by appointment, to review the contents of his 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 Evert Public Schools, is specifically exempt from review.
- E. No teacher shall be disciplined or reprimanded without just cause.

Addendum:

It is expressly understood that the Board and the Association shall establish a joint committee of equal representation to review and revise the current evaluation guide and form.

Further, the current evaluation guide and form shall remain in effect until such times as the revised form is approved by both parties.

ARTICLE 13

PROTECTION OF TEACHERS

- A. The teacher 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 reasonable, will provide legal counsel for the teacher in his defense provided that the teacher does not have professional responsibility insurance.
- D. Time loss 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 reflect on the teacher's credibility and/or evaluation, or to add to the teacher's personnel file.

ARTICLE 14

NEGOTIATIONS PROCEDURE

- 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. Therefore, 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 written consent. The parties undertake to cooperative in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering the resolving any such matters.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiations 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 and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 15

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 extracurricular 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 for 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: signatures 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 date of the alleged violation, and they shall specify the relief requested. The grievant must be present at all joint and formal meetings of the grievance procedure, except as may be agreed to by the Board of Education. 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 fifteen (15) 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 ten (10) 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 ten (10) days of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant. The grievant may, if he chooses, be accompanied by a representative from the Evert Education Association. 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, and the principal of the building in which the grievance arose; and he shall place a copy of same in 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 next meeting on or before the Wednesday preceding or six (6) 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 an opportunity to be heard at the meeting for which the grievance was scheduled. If the teacher requests it, a representative from the Evert Education Association may also be present.

Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance, provided, however, that in no event, except with express written consent of the Association, shall the final determination of the grievance be made by the Board more than one (1) 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 to arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. Within such ten (10) day period the Association will also serve a copy of the Demand for Arbitration upon the Board of Education. If the parties cannot agree upon an arbitrator, he/she 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 pre-hearing statement alleging fact, 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 or substitute his judgement 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 questions which, under this agreement, are within the responsibility of the management to decide.
5. After a case on which the arbitrator is empowered 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, and the parties have consented in writing that the arbitrator shall determine the arbitrability of said grievance, the arbitrator shall first rule upon the issue of arbitrability before proceeding to the merits of the grievance. In the event that the arbitrator rules that the matter is not arbitrable, the grievance shall be disposed of without recommendation on the content of the grievance. Either party shall have the right to seek a judicial determination or review of any award of the arbitrator pertinent to his/her jurisdiction.
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 arbitration 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 grievance 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 is to be at his assigned duty station 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 16

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, nor will the Association participate in the picketing at any other public school within the State of Michigan or any other state during the scheduled working day.

ARTICLE 17

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. This agreement shall supersede any rules, regulations, or policies or 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.
- C. 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.
- D. 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.

ARTICLE 18

1989-90 SALARY SCHEDULE A

A. 1.

STEP	BA	BA+20	BA+30/MA
1	\$19,112.73	\$20,144.17	\$21,173.91
2	20,144.17	21,173.91	22,203.64
3	21,173.91	22,203.64	23,235.09
4	22,203.64	23,235.09	24,266.54
5	23,235.09	24,266.54	25,296.24
6	24,266.54	25,296.24	26,325.98
7	25,296.24	26,325.98	27,357.43
8	26,325.98	27,357.43	28,388.87
9	27,357.43	28,388.87	29,418.62
10	28,388.87	29,418.62	30,448.32
11	29,418.62	30,448.32	31,479.62
12	30,448.32	31,479.78	32,511.24

The M.A. column will also apply to teachers who have a B.A.+30 hours and B.A.+20 hours will be credited provided that the superintendent, in his discretion, shall have the right to approve the courses taken, in advance of enrollment. Beginning with the 1989-90 school year, such credit shall not be given for course work unless that course could be accepted by a University or College toward teacher certification.

Eligibility for the BA+20 or BA+30 shall only be earned when a teacher certificate is issued by the State of Michigan and a bachelor's degree has been earned.

1990-91 SALARY SCHEDULE

- I. The 1990-91 Salary Schedule shall be determined by the following method. The Board shall provide for the bargaining unit a sum of \$174,000 to be used for increases in both salary and insurance premiums. The insurance coverage shall be the same as the 1989-90 contract year (Article 18, Section E), except employees shall pay the deductible the second year. By July 15, 1990 the Board shall know the cost of insurance and that amount shall be deducted from the total amount. The remainder shall be distributed as described in Article 18, II and III.
- II. Sixty percent of the dollar figure shall be used to determine the across-the-board percentage increase for steps 1-12.
- III. Any teacher who has completed twelve (12) years or more credited by the Ewart School District, qualifies for longevity. Longevity pay shall be determined by taking forty percent of the dollar figure and dividing it by the number of persons who qualify. Longevity pay shall be placed after the 12th step on the Salary Schedule.

ARTICLE 18

1990-91 SALARY SCHEDULE A

STEP	BA	BA+20	BA+30/MA
1	\$20,211	\$21,305	\$22,396
2	21,273	22,396	23,488
3	22,396	23,488	24,581
4	23,488	24,581	25,675
5	24,581	25,675	26,766
6	25,675	26,766	27,858
7	26,766	27,858	28,951
8	27,858	28,951	30,044
9	28,951	30,044	31,136
10	30,044	31,136	32,227
11	31,136	32,227	33,321
12	32,227	33,321	34,414

Longevity 12 years and over \$2,109.

The M.A. column will also apply to teachers who have a B.A.+30 hours and B.A.+20 hours will be credited provided that the superintendent, in his discretion, shall have the right to approve the courses taken, in advance of enrollment. Beginning with the 1989-90 school year, such credit shall not be given for course work unless that course could be accepted by a University or College toward teacher certification.

Eligibility for the B.A.+20 or B.A.+30 shall only be earned when a teacher certificate is issued by the State of Michigan and a bachelor's degree has been earned.

SCHEDULE B

NON-TENURE DUTIES

B.	Varsity Football	11.0%
	Assistant Football (3)	7.7%
	Varsity Basketball	11.0%
	Jr. Varsity Basketball	7.7%
	9th Basketball	7.7%
	8th Basketball	5.5%
	7th Basketball	5.5%
	Varsity Girls' Basketball	11.0%
	Jr. Varsity Girls' Basketball	7.7%
	Varsity Cheerleaders	8.8%
	Jr. Varsity Cheerleaders	4.0%
	Varsity Baseball	8.8%
	Jr. Varsity Baseball	4.0%
	Varsity Softball	8.8%
	Jr. Varsity Softball	4.0%
	Boys' Track	8.8%
	Girls' Track	8.8%
	Jr. High Boys' Track	5.5%
	Jr. High Girls' Track	5.5%
	Cross Country	5.5%
	Varsity Volleyball	6.0%
	Junior Varsity Volleyball	4.0%
	Marching Band	4.5%

The above salary maximums shall be based on the 7th step of the BA schedule in accordance with the number of years and coaching experience in that sport.

12th Grade Sponsor	\$580
11th Grade Sponsor	\$420
10th Grade Sponsor	\$160
9th Grade Sponsor	\$150
8th Grade Sponsor	\$150
7th Grade Sponsor	\$150
6th Grade Sponsor	\$100
FHA	\$190
9th Cheerleaders	\$385
7th and 8th Cheerleaders	\$385
Junior/Senior Play	\$425
Varsity Club	\$190
Elementary Science Fair	\$100 for materials
Safety Patrol	\$110

Although listed, non-tenure duties do not have to be offered by the Board of Education.

SCHEDULE C - NON-TENURE DUTIES

C. Concert Band	5.5%
*Concert Band shall include summer band activities as approved by the administration.	
Yearbook	\$380
Debate and Forensics	\$195
Student Council	\$300
Driver Education	\$11.00/hr
Elementary Chorus	\$250
Elementary Yearbook	\$100
Student Teacher	50% rebate
Honor Society	\$190
Computer Coordinator	\$1500

Although listed, non-tenure duties do not have to be offered by the Board of Education.

D. SALARY SCHEDULE ADJUSTMENT

1. In order to be eligible for a horizontal movement on the Salary Schedule, transcripts shall be submitted prior to September 15 of each year. For vertical movement on the Salary Schedule, a contract year shall consist of a minimum of 160 days.
2. 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 five years of experience. Teachers without degrees, or with special certificates, shall have past experience evaluated by the Board, and in no case shall more than five (5) years of previous experience be allowed.
3. 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.

E. INSURANCE

1. For the first year of the contract, the Board agrees to provide to all employees the following MESSA-PAK Insurance program. Each employee shall have the option of selecting either Plan A or Plan B.

The above mentioned MESSA-PAK to be provided the bargaining unit members in the first year of the contract is described as follows:

Plan A: For employees needing health insurance

SUPER I (with MESSA CARE)

Long Term Disability	60%
	\$2,500 Maximum
	120 Calendar Days -
	Modified Fill
	Social Security Freeze
	Alcohol/Drug - 2 years
	Mental/Nervous - 2 years
Delta Dental Plan	80/80/80: \$1,300
Negotiated Life	\$20,000 AD&D
Vision	VSP - 3

Each teacher, upon presentation of receipts, shall be reimbursed \$100 (\$50 single subscriber) to cover the cost of deductible for Super Care I. This shall be reimbursed in January and June.

Plan B: For employees not needing health insurance

Delta Dental Plan	80/80/80: \$1,300
Negotiated Life	\$20,000 AD&D
Vision	VSP - 3
Long Term Disability	60% - Same as above

Each Plan B subscriber shall have an amount equal to the MESSA Super Care I Single Subscriber amount to be applied towards the MESSA nontaxable variable options and/or MEALS and/or MEFSA's Tax Deferred Annuity (not to exceed Fifty (\$50) Dollars).

- For the second year of the contract, the Board shall provide the same amount of insurance coverage as in the 1989-90 school year for those selecting Plan A of Super Care I or Plan B. Any additional premiums shall be covered by the 1990-91 Salary Schedule as described in Article 18 Section I.

F. TUITION REIMBURSEMENT

Beginning with the 1985-86 school year, the Board will reimburse any Teacher who has either permanent or continuing certification up to six (6) semester hours of tuition per year. Credit will be given for classes transferable to any state accredited college or university or for any special training in programs endorsed by the Evert School District. Course work taken must be approved by the Superintendent prior to enrollment. Tuition payment will be made upon successful completion and submission of the course grade to the Superintendent.

ARTICLE 19

DURATION OF AGREEMENT

This Agreement shall be effective as of August 16, 1989, and shall continue in effect for two (2) years, until August 15, 1991. 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

EVART PUBLIC SCHOOLS
 Evart, Michigan 49631

1989-90 SCHOOL CALENDAR

Student Days - 180
 1st Semester = 89

Staff Days - 184
 2nd Semester = 91

0 = School Closed
 ☐ = Teacher Day

JULY							1989	
							1	
2	3	4	5	6	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	31							

JANUARY							1990	
							1	2
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		20/21
21	22	23	24	25	26	27		
28	29	30	31					

AUGUST							1989	
							1	2
6	7	8	9	10	11	12		
13	14	15	16	17	18	19	3/4	
20	21	22	23	24	25	26		
27	28	29	30	31				

FEBRUARY							1990	
							1	2
4	5	6	7	8	9	10		
11	12	13	14	15	16	17		19/20
18	19	20	21	22	23	24		
25	26	27	28					

SEPTEMBER							1989	
							1	2
3	4	5	6	7	8	9		
10	11	12	13	14	15	16	20/20	
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		

MARCH							1990	
							1	2
4	5	6	7	8	9	10		
11	12	13	14	15	16	17		17/17
18	19	20	21	22	23	24		
25	26	27	28	29	30	31		

OCTOBER							1989	
							1	2
8	9	10	11	12	13	14		
15	16	17	18	19	20	21	22/22	
22	23	24	25	26	27	28		
29	30	31						

APRIL							1990	
							1	2
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		20/20
22	23	24	25	26	27	28		
29	30							

NOVEMBER							1989	
							1	2
5	6	7	8	9	10	11		
12	13	14	15	16	17	18	19/19	
19	20	21	22	23	24	25		
26	27	28	29	30				

MAY							1990	
							1	2
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		22/22
20	21	22	23	24	25	26		
27	28	29	30	31				

DECEMBER							1989	
							1	2
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23	13/13	
24	25	26	27	28	29	30		
31								

JUNE							1990	
							1	2
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		5/6
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		

"ACT OF GOD DAYS" will be made up as follows:

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EVART PUBLIC SCHOOLS
Evart, Michigan 49631

1990-91 SCHOOL CALENDAR

Student Days - 180
1st Semester = 89

Staff Days - 184
2nd Semester = 91

0 = School Closed
☐ = Teacher Day

JULY							1990	
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

JANUARY							1991		
					①	②	③	④	5
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			18/19
20	21	22	23	24	25	26			
27	28	29	30	31					

AUGUST							1990	
			1	2	3	4		
5	6	7	8	9	10	11		
12	13	14	15	16	17	18	4/5	
19	20	21	22	23	24	25		
26	27	28	29	30	31			

FEBRUARY							1991	
							1	2
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		19/20
17	18	19	20	21	22	23		
24	25	26	27	28				

SEPTEMBER							1990	
						1		
2	③	4	5	6	7	8		
9	10	11	12	13	14	15	19/19	
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30								

MARCH							1991	
							1	2
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		16/16
17	18	19	20	21	22	23		
24	②⑤	②⑥	②⑦	②⑧	②⑨	30		
31								

OCTOBER							1990	
	1	2	3	4	5	6		
7	8	9	10	11	12	13	23/23	
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30	31					

APRIL							1991	
	1	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		22/22
21	22	23	24	25	26	27		
28	29	30						

NOVEMBER							1990	
				1	2	3		
4	5	6	7	8	9	10		
11	12	13	14	①⑤	16	17	19/19	
18	19	20	21	②②	②③	24		
25	26	27	28	29	30			

MAY							1991	
					1	2	3	4
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		22/22
19	20	21	22	23	24	25		
26	②⑦	28	29	30	31			

DECEMBER							1990	
						1		
2	3	4	5	6	7	8		
9	10	11	12	13	14	15	15/15	
16	17	18	19	20	21	22		
23	②④	②⑤	②⑥	②⑦	②⑧	29		
30	③①							

JUNE							1991	
							1	
2	3	4	5	②⑥	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		3/4
23	24	25	26	27	28	29		
30								

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