

**MASTER AGREEMENT**

**BETWEEN**

**EVART EDUCATION ASSOCIATION**

**AND**

**EVART BOARD OF EDUCATION**

**FOR THE YEARS**

**2014-2016**

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This Agreement entered into this 19<sup>th</sup> day of May 2014 by and between the Board of Education of Evart Public Schools, hereinafter called the "Board" and the Evart Education Association, MEA/NEA, hereinafter called the "Association".

## **WITNESSETH**

WHEREAS the (parties have) a statutory obligation, pursuant to (the Public Employment Relations Act) , to bargain 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 certificated personnel, guidance counselors, librarians, 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, leisure time and enrichment instructors and/or teachers, substitutes and all others.
2. The term teacher when hereinafter used in this Agreement shall refer to all employees represented by the Association in the Bargaining Unit as above defined and references to male teachers shall include female teachers. The term "building principal", as hereinafter used in this Agreement, shall also refer to the Community Education Director or designated representative.
3. A K-12 teacher who teaches at least fifteen (15) hours per week 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 and shall be accorded the benefits of this contract on a pro-rata basis. Any K-12 teacher teaching less than the above requirements shall not be accorded the benefits of this Agreement. (Cross reference to determination of Seniority in Article 9)

For purposes of this Agreement, pro-ration of benefits shall be based, first, on the number of teacher/staff obligation days on the school calendar and, next by the number of hours in the teacher workday (excluding lunch). This method of pro-ration shall apply to both part-time teachers and those teachers working less than a full school year.

- 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.

## **ARTICLE 2**

### **TEACHER'S RIGHTS**

- A. The Board of Education hereby agrees that members 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. The Association and its members shall have the right to use District computers including E-mail and Internet usage, for Association business when such equipment is not otherwise in use. Such usage shall be subject to District policies and guidelines which are otherwise applicable to staff use. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises. Bulletin boards in the teachers' workrooms shall be available for use by the Association; the Association assumes the responsibility for the materials placed thereon by the Association. Job postings shall be placed in all buildings at mutually agreeable sites.
- 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. Six (6) copies of the minutes and agenda of the Board of Education meetings and two (2) copies of the financial statement will be given to a designee of the Evart Education Association (who resides within the Evart city limits) when the packets are submitted to the Board of Education members.

## **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 of 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 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.
- C. Professional employees within the bargaining unit whose employment is not regulated by the teacher tenure act shall be disciplined with just cause.

## **ARTICLE 4**

### **PROFESSIONAL COMPENSATION**

- A. The salary schedule is based upon normal full-time teaching load as hereinafter defined in this Article and Article 5 of this Agreement and upon the school calendar. The denominator to determine a teacher's daily pay will be the number of teacher obligation days listed on the calendar.

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as (severe storms), fires, epidemics, (utility power unavailability, water or sewer failure), or health conditions (as defined by city, county or State health authorities) will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for school on those days on which school is closed due to the above conditions.

Teachers will receive their regular pay for days that are cancelled, but shall work the rescheduled days and/or hours with no additional compensation. Teachers who have been previously scheduled to take paid leave under this Agreement on a day(s) of pupil instruction that is cancelled due to the conditions specified in this Article shall not have their absence on such day(s) charged against paid leave provided that the teacher works any required rescheduled day(s) and/or hours of instruction without additional compensation, as specified in this Article. The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act; to ensure that the District will incur no loss of State aid; and to comply with requirements set forth in the Revised School Code and State School Aid Act respecting the required number of "student instruction" days and hours.

If any scheduled days and hours of student instruction are canceled after May 20, whether or not these cancelled days and hours are required to be rescheduled for receipt of State aid, these cancelled days and hours will be rescheduled as part of the school calendar unless the Board and Association mutually agree to waive this provision. The purpose of this provision is to provide a smooth end to the school year.

- B. A teacher engaged during the school day in negotiating or grievance processing on behalf of the Association with any representative of the Board shall be released from regular duties. If negotiations or grievance processing does occur during the school day, the teacher shall suffer no loss of salary. All such activity, however, shall be conducted outside of the regular school day whenever possible.
- C. Each teacher who does not have a full-time teaching load shall designate a period of the day for substituting when s/he will be compensated for that time. Time shall be kept and paid in minute intervals. If no teacher volunteers to substitute, the administration may assign a teacher to substitute after checking for volunteers. Such assignment shall be done on a rotating basis among those teachers having a common preparation period. Every time a teacher substitutes for any portion of his/her prep period, compensation will be given.

Teachers in each building may elect, in lieu of hourly compensation, to accrue up to two (2) days of comp time. Beginning with the ratification of the contract for 2009-2010, additional time (for which compensatory time cannot be earned) shall be compensated at the rate of twenty-one dollars (\$21) per hour. This comp time may be used in half or whole day increment(s), or by class period at the principal's discretion. Comp time shall be earned in the following manner: An accumulation of three hundred sixty (360) minutes of comp time shall be considered a comp day for time that has not been earned and credited as described above. The use of comp days shall be limited to three (3) consecutive days. Once a comp day has been designated as such it may not be reimbursed for pay. Use of compensatory time before or after holidays or vacation periods shall be allowed only if substitutes are available. Any teacher who is required to work before and/or after the start/end dates of the agreed-upon school calendar shall be eligible to earn up to three (3) days of comp time, not to be taken in succession with another comp day or personal day. Required time exceeding three (3) days shall be reimbursed at the teacher's daily rate of pay.

- D. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for, either the time connected with completion of those requirements or for other associated costs such as enrollment, course and/or registration fees. Professional development days provided by the District may be counted by probationary teachers to fulfill state requirements to the extent permitted by law.

**ARTICLE 5**

**TEACHING HOURS**

- A. All teachers shall have a daily seven (7) hour and twenty (20) minute minimum contractual obligation inclusive of a duty free lunch period of not less than twenty-five (25) minutes. The duty free lunch period shall be a period of time during which 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 enter the building (from warning bell to tardy bell - five (5) minutes).
1. The workday may be scheduled to start and end at different times in different buildings. Workday starting times will not be scheduled before 7:40 a.m. and ending times will not be scheduled after 5:00 p.m. Workday starting times will not be scheduled before seven (7:00) a.m. for teachers who volunteer to teach a zero hour. Workday starting times for each building will be set by the Superintendent. Student instruction will not start prior to 7:50 am. Student instruction will not start prior to seven (7:00) a.m. for zero hour classes. Teachers in the middle school and high school may volunteer, by prior notification to the building administrator, to have their workday start ten (10) minutes before the regularly scheduled workday starting time for their building.
  2. Teachers shall be at their assigned place of duty not later than ten (10) minutes before classes start in the morning.
  3. There shall be no less than three (3) minutes in passing time between classes and the lunch period in the high school and middle school.
  4. On Fridays and days preceding holidays teachers may leave as soon as the buses have left and all children are dismissed.
  5. The principal in his/her 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. 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. Teachers who are asked by the building principal to give up portions of their preparation period in order to supervise students will be compensated.
- B. Each middle school 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.
- C. Each elementary teacher shall have a normal weekly teaching load, which shall include a minimum of two hundred forty-five (245) minutes per week of unassigned preparation time. Elementary preparation time shall be scheduled at the beginning or end of the teacher workday and during the student day, excluding the

teacher's scheduled lunchtime. Each elementary teacher shall have at least one (1) thirty-(30) minute preparation period each day. Elementary preparation time (as defined above) shall also be scheduled during periods of the day when instruction in courses other than English, Math, Social Studies, or Science occurs. Elementary preparation time at the beginning or end of the teacher workday that is used for building-wide faculty meetings shall be deducted from the monthly amount allocated in Article 5, Paragraph A, 5. Building-wide faculty meetings may only be scheduled during elementary preparation time if mutually agreed upon by both parties. Elementary teachers shall be entitled to use unscheduled time during normal working hours for the preparation purposes aforementioned.

- D. When a teacher is assigned to teach in more than one (1) building and must travel between buildings on his/her lunch period, he/she shall be permitted to conclude his/her workday earlier to the extent of the travel time on that day. The Board recognizes this type of assignment is a hardship and will attempt to keep such assignments at a minimum.
- E. When a teacher is assigned to travel between buildings one (1) time per day, he/she will be compensated at the rate of \$75 per semester. If a teacher travels two (2) or more times per day between buildings, he/she will be compensated \$150 per semester.

## **ARTICLE 7**

### **TEACHING CONDITIONS**

- A. The parties agree that class size will be an important consideration of administration in the assigning of pupils to teachers. The following guidelines are for the K-12 education program exclusive of Teacher Advocate/Prime time classes, Band, or High School Choir. A student overload will exist in the following situations:
  - 1. A maximum of twenty (20) students in Junior First Grade if a section of Junior First Grade has been scheduled. A maximum of twenty-five (25) students in grades K-2 and in split grades 3 and 4. A maximum of twenty-eight (28) students per class in grades 3-4. Compensation rate is seven dollars (\$7.00) per student per day.
  - 2. A maximum of twenty-eight (28) students in Elementary Art and Elementary Music. Compensation for Art overload is one dollar (\$1.00) per student per class. Music is compensated at one dollar (\$1.00) per student per class.
  - 3. A maximum of twenty-nine (29) students per class per teacher in grades 5-8. Compensation is one dollar and sixty-five cents (\$1.65) per student per an eighty (80) minute block and one dollar and forty-five cents (\$1.45) per student in a seventy (70) minute block in a five (5)-block day.
  - 4. A maximum of twenty-nine (29) students per class per teacher in grades 9-12. Compensation is one dollar sixty-five cents (\$1.65) per student-per Appendix C guidelines of this Agreement.
  - 5. A maximum of twenty-six (26) students per class in English in grades 9-12. Compensation is one dollar sixty-five cents (\$1.65) per student-per Appendix C guidelines of this Agreement.



6. A maximum of thirty-five (35) students per class in grades K-4 and a maximum of forty (40) students per class in grades 5-12 in Physical Education. Compensation in grades K-4 is fifty-five cents (\$.55) per student per class per day. Compensation for grades 5-8 is one dollar twenty-five cents (\$1.25) per student per block per day in a five (5)-block day. Compensation for grades 9-12 is one dollar sixty-five cents (\$1.65) per student-per Appendix C guidelines of this Agreement.
  7. No maximum of students for recess supervision by a Physical Education teacher when that supervision is part of the assigned teaching load, provided that three (3) playground assistants (or substitutes) are on duty during the same recess. If fewer than three (3) assistants (or substitutes) are on duty, compensation will be ten dollars (\$10.00) flat rate for each missing assistant per day.
  8. A maximum of eighteen (18) students per caseload in Elementary Resource Room Special Education; a maximum of twenty (20) students per caseload in Middle School and High School Resource Room Special Education; a maximum of fifteen (15) students per caseload in Categorical Special Education. Compensation is one dollar sixty-five cents (\$1.65) per student per day.
  9. If the administration provides an aide to address an overload situation, the teacher will receive overload pay at the rate that matches the appropriate above-mentioned situation for any day that the aide or substitute is not present. If the aide or substitute is not present the entire time the teacher has overload, overload pay shall be prorated for the time the teacher has overload.
  10. When two (2) teachers are in the same classroom in a teaming or inclusive situation, classroom overload guidelines will not apply unless, through no choice of his or her own, only one teacher is in the classroom. Overload will be paid following the established grade level compensation.
  11. Each teacher who is eligible for overload compensation will turn in an overload compensation form to the Superintendent's business office no later than ten (10) work days after the end of each marking period. Overload compensation will be based on the teacher's class list and will be paid only for the time the teacher is in the classroom or out for school business.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, technological equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the administration and teaching staff will confer from time-to-time for the purpose of improving the selections and use of such educational tools and shall refer any joint recommendations to the Board for 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 as a faculty workroom. 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 workroom at their own expense.
- F. Designated parking facilities shall be made available to teachers for their use.
- G. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any student (with a disability recognized and identified under IDEA) should participate in regular education programs and services involves consideration of that student's

unique needs as determined by an Individual Educational Planning Team (IEPT). General education classroom teachers and special education teachers are jointly responsible for implementation of the IEPT and for attending to the educational needs of special education students assigned to the teachers. Teachers shall cooperate in the delivery of special education services.

If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act or other law, those functions shall be performed by a qualified person. Where health services constituting the practice of medicine are required, no Bargaining Unit Member (except a School Nurse) shall be required to provide those services except as necessary in an emergency situation. Appropriate training with regard to health related services required by a particular student will be provided to each teacher prior to the placement of that pupil in the teacher's room. No Bargaining Unit Member, except an employee hired for that purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine, except in an emergency situation where the person ordinarily assigned those duties is unavailable.

## 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.

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 for a period no less than five (5) working days prior to the permanent filling of same.

- B. Any teacher who is certified and qualified (as defined in Article 9, C.7 and 9, C.8) at the time of posting of the position may apply for such
- C. The Board shall cause the posting of administrative positions for a period of ten (10) days prior to permanent filling of same.
- F. Teachers are expected to work in cooperation with the District to earn and maintain Highly Qualified Status as defined by NCLB standards for grade levels and subjects they are assigned to teach.
- G. 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.

**ARTICLE 9**  
**SENIORITY PROCEDURE**

- A. The District shall develop and present to the Association by October 1st an updated seniority list for all K-12 teachers. Each seniority list shall consist of two (2) sections, one (1) for tenured teachers and one (1) for probationary teachers.

The following rules shall determine an individual's placement on the K-12 seniority list: (Cross-reference with Article 1)

1. Each teacher shall be ranked on the list in order of his/her beginning date of employment (date stated on the first contract issued by the District, usually the date the teacher verbally accepts a position) in this School District.
2. If two (2) 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 (2) 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 (2) 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 semester hours beyond his/her degree shall receive the higher ranking on the seniority list.
5. If two (2) 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 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.
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.

- B. "Certified" shall mean holding all certificates, endorsements and approvals required by law and the Michigan Department of Education to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the District of any change to his/her certificate, endorsements or approvals after the original filing of the same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the District, in writing, in the event that s/he petitions the State Board of Education for nullification or limitation of his/her

certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

## ARTICLE 10

### LEAVES OF ABSENCE

#### A. Sick Leave

1. Each K-12 teacher shall be entitled to twelve (12) days each year accumulative to a total of one hundred eighty four (184) days.
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 contrary to professional behavior.
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 a.m. of the expected day of absence so that a substitute may be obtained unless circumstances make such notification impossible. It is understood that the building principal may require verification of the circumstances. Notification for funeral leave or death in the immediate family will be expected as soon as practicable to the Superintendent or the building principal.
5. Should a teacher exceed his/her accumulated sick leave, she/he shall receive the difference between substitutes' pay and his/her 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 (drawn from the accumulated sick leave of other teachers) to said individual. At no time shall the donated number of days exceed the number of sick leave days needed to satisfy the LTD wait period (based on a maximum ninety (90) calendar day wait period), less any accumulated sick leave credited to the teacher under paragraph A-1 of this Article. The employee will be required to exhaust all personal business and sick days.

- B. Personal Business Day: Each full time K-12 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 hourly, half or whole day increments, and shall be non-accumulative. Use

of personal days before or after holidays or vacation periods shall be allowed only if substitutes are available.

The teacher may have the option to choose sub rate of pay in lieu of personal days at the end of each school year.

All part-time teachers shall be given one (1) such day prorated.

- F. **Bereavement Days:** A teacher shall be allowed up to five (5) days per school year for the purpose of attending to a death in the immediate family. Additional days may be granted with the approval of the Superintendent. For the purposes of this section, immediate family shall be defined as parents, spouse, siblings, grandparents, children, stepchildren, foster children, in-laws, or a significant other. Funeral leave for others may be taken, subject to approval by the Superintendent, but the days will be deducted from the teacher's sick leave.
- D. **Association Days:** The Evart EA will be given a total of six (6) Association days for the purpose of conducting Association business which cannot be done outside of regular school time.
- E. **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.
- F. **Retirement Pay:** If a teacher shall retire or resign from the Evart Public School system and from teaching as a profession, a lump sum payment of unused accumulated sick leave at the rate of forty dollars (\$40.00) per unused day up to one hundred seventy (170) days maximum may be paid the teacher, provided s/he has had at least fifteen (15) years of continuous service in the system. This payment shall be made as an employer 403(b) contribution into the employee's 403(b) account. Employees shall have no option to receive as a cash payment. Leave of absence granted by the Board of Education shall not serve to interrupt the continuous service.

In the event a teacher accepts an Early Retirement Incentive Plan, the amount of sick leave compensation will be paid as described by current contract language.

The teacher shall provide a written resignation to the Superintendent and the Board of Education.

- G. **Workers' Compensation Benefits:** Any teacher who is absent during a school year because of an injury or disease compensated under the Michigan Workers' Disability Compensation Act, shall be entitled to draw from his/her accumulated sick leave the difference between the allowance under the Workers' Disability Compensation Act and his/her regular salary to the extent of the teacher's accumulated sick leave.
- H. Other leaves of absence with pay not chargeable against the teacher's sick leave allowance as herein before 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 full teacher's salary. The teacher would be on the job except when actually serving jury duty.
- I. After five (5) years of teaching, all 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 that held by the teacher.
  3. Study, research, or special assignment involving advantage to the school system as determined by the Board of Education and members with consultation of the EEA Executive Board.
  4. Personal illness, personal disability, or a serious health condition of a member of the teacher's immediate family which requires the teacher's personal supervision. (The five (5) year service requirement is not applicable to the extent that the granting of this leave is required by the Family and Medical Leave Act of 1993).
  5. Extended childcare or other reasons deemed acceptable by the Board of Education. (The five (5) year service requirement is not applicable to the extent that the granting of this leave is required by the Family and Medical Leave Act of 1993.)
- J. General Leaves of Absence shall be under the following conditions:
1. Such leave shall be without salary or fringe benefits. (The parties recognize that the Family and Medical Leave Act of 1993 may require continuation of health insurance benefits for up to twelve (12) weeks of personal illness/disability, family illness and/or child leave, where eligibility requirements are otherwise met.)
  2. Such leave shall correspond with the beginning and ending of the next school year or semester, as may be mutually agreed upon by the Board and the teacher.
  3. Application for a General Leave of Absence must be submitted prior to May 1 in those circumstances where the teacher anticipates the need for leave at the inception of the ensuing school year. If the nature of the leave does not permit notice by May 1 (e.g. serious illness as contemplated in the Family and Medical Leave Act of 1993) thirty (30) days advance notice of leave is sufficient.
  4. The teacher shall notify the Board, in writing, of his/her intention to return to the Evart Public Schools by May 1 for the succeeding school year.  
Where return is other than at the beginning of a school year, the Board and the teacher agree to cooperate in scheduling return from leave so as to minimize disruption to the continuity of educational programming and service delivery.
  5. The teacher shall be returned to a position for which s/he is certified and qualified.
- For purposes of this Agreement, restoration to a Bargaining Unit position for which the teacher is certified and qualified shall be considered as restoration to an equivalent teaching position.

A Bargaining Unit Member returning from a leave of absence shall be placed at the experience (pay) and seniority level s/he attained prior to taking the leave of absence.

6. No more than two (2) teachers may be on a General Leave of Absence at any one time, except that this limit may be exceeded for family illness or child care leaves, as outlined in the Family and Medical Leave Act of 1993. If there are more applicants than leaves available, the teacher(s) with the most seniority shall be granted the leave(s).
7. At the Board's sole discretion, extensions of General Leaves of Absence may be granted. It is understood that a teacher may qualify for a leave extension under the Family and Medical Leave Act of 1993 and such leave extension will be granted, when required by that statute.
8. Teachers taking unpaid leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the teacher's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher and administration (in consultation with the Association if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave

eligibility or initial fitness to return to work shall be considered final and binding on the Board, the teacher and the Association. The cost of this examination shall be paid by the Board.

9. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted an unpaid leave required under the Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. This shall not include recovery of any health plan premiums for periods of paid leave which have been substituted for unpaid leave under the Family and Medical Leave Act. These amounts may permissibly be deducted from any wage or other payments due the teacher, provided that the teacher has been given ten (10) workdays prior written notice (at his/her last known address) of the impending deduction. Any deficiency is to be remitted by the teacher to the Board within thirty (30) days of demand.
10. Once a teacher has completed a General Leave of Absence, she/he will once again become eligible for another General Leave by meeting the qualifications as contained above. The accumulation of service time [five (5) years] would be service accumulated following completion of his/her General Leave.
11. The parties recognize that one or more of the conditions specified above for General Leaves may be superseded in certain instances by Federal law where a teacher is otherwise eligible for leave under applicable statutory authority.

K. Planned Leave of Absence Without Pay: A request for a planned absence must be made at least ten (10) days prior to the date of absence. All requests shall be submitted to the Superintendent, for approval, on a prepared form. A planned leave of absence cannot be used immediately preceding or succeeding any scheduled interruption of the school calendar such as a holiday or vacation. Planned absence will not be approved for more than five (5) consecutive school days and a suitable substitute must be obtained. Board paid benefits will continue during the five (5) days of absence. 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 this Agreement. A teacher may request such leave no more than once each two (2) school years.

L. Anticipated Prolonged Medical Disability

1. Any teacher who anticipates 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 anticipates a prolonged disability shall have the option of submitting a written request for an unpaid leave of absence as set forth in paragraph I-4 of this Article. If anticipated prolonged disability continues after all accumulated sick leave has been used, (including any donated sick days), 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 (1) calendar year from the date on which the teacher exhausted his/her sick leave.
4. The Board shall grant, pursuant to the conditions set forth in Paragraphs H and I of this Article, to any teacher 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).

**ARTICLE 11**  
**TEACHER EVALUATION**

A. Each teacher shall have the right, by appointment, to review the contents of his/her 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. If the teacher is asked to sign materials placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

B. MENTOR TEACHERS

1. The Board and Association realize that a new teacher will need assistance and orientation to be an effective teacher in the Evert Public Schools. The parties agree that providing Mentor Teachers for eligible probationary teachers, as defined by the Revised School Code, is an essential practice and further agree to cooperate in providing this assistance.
  - a. The mentor of a probationary teacher shall be first offered to a tenured bargaining unit member who has evaluations of effective or higher. In the event a tenured bargaining unit member is not available, the district has the right to select whomever they wish.



- b. Each Bargaining Unit Member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a colleague who can offer assistance, resources and information in a non-threatening collegial fashion.
  - c. A Mentor Teacher shall be assigned in accordance with the following:
    - 1. The mentor of a probationary teacher shall be first offered to a tenured bargaining unit member who has evaluations of effective or higher. In the event a tenured bargaining unit member is not available, the district has the right to select whomever they wish.
    - 2. Participation as a Mentor Teacher shall be voluntary.
    - 3. The Administration shall notify the Association when a Mentor Teacher is matched with a Bargaining Unit Member (Mentee). This assignment should be finalized within thirty (30) school days of the commencement of the starting date of the Mentee.
  - d. The Administration will attempt to match Mentor Teachers and Mentees who work in the same building, have similar grade level assignments or teach in similar subject matter areas.
  - e. The Mentee shall only be assigned to one (1) Mentor Teacher at a time.
2. Because the purpose of the mentor/mentee match is to acclimate the Bargaining Unit Member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree that neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the formal evaluation of the other.
3. Role of Mentor Teacher
- a. Model successful and effective educational practices.
  - b. Participate in training of mentors.
  - c. Answer questions regarding site-level processes, procedures, and routines.
  - d. Assist and counsel the probationary teacher in professional matters.
  - e. Advise new teachers about lesson planning, teaching strategies, approaches to discipline, and other pertinent issues that might arise.
  - f. Advise new teachers about the effective relationships with parents.
  - g. Meet regularly to maintain communications.

**ARTICLE 12**

**PROTECTION OF TEACHERS**

- A. Any case of an assault (by or) 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/her 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.
- B. Teachers are expected to exercise reasonable care with respect to the safety and supervision of pupils and District property, and it is understood that they may be individually responsible where they act in a negligent manner. If a teacher is sued because of disciplinary or supervisory action taken by the teacher against a student, the Board, upon determination that the teacher has acted reasonably and within the scope of Board and administration policy, will provide legal counsel for the teacher in his/her defense provided that the teacher is not covered for the claim by professional responsibility insurance or other insurance policies then in force in the District.
- C. Time loss in connection with A and B 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.
- D. Any complaints by a parent or a student directed toward a teacher shall promptly be called to the teacher's attention.

**ARTICLE 13**

**NEGOTIATIONS PROCEDURE**

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering the resolving of any such matters.
- B. 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 14**

**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, failure

to re-employ any teacher to a position on the extracurricular schedule and any matter involving subjective teacher evaluation.) A grievance may be filed by an individual teacher, a group of teachers, and/or the Association.

- 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, except during summer recess when "days" shall mean Monday through Friday, excluding legal holidays.
- 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. 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 and an Association representative in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the grievance shall be reduced to writing and submitted within ten (10) days of said discussion, to Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent of his designated agent and the Association 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 and the 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 and the Association Secretary.

Level Three: 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 at least ten (10) days preceding the next regularly scheduled Board meeting. Once filed, in accordance with the above requirements, 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. The Board shall allow the teacher and the Association an opportunity to be heard at the meeting for which the grievance is scheduled.

Not later than its next regularly scheduled meeting, 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 grievant and the President 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. The arbitrator 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.
  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 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 questions which, under this Agreement, are within the responsibility of the management to decide.
  5. 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.
  6. 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.
  7. 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, 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 15**

### **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 16**

### **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.
- B. This Agreement shall supersede any rules, regulations, or policies of the Board or the Association, 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 (with respect to mandatory bargaining subjects which are covered under this agreement). All individual teacher contracts shall be made expressly subject to the terms of this Agreement (with respect to mandatory bargaining subjects which are covered under this agreement).
- 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.
- E. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

**ARTICLE 17**

**INSURANCE**

- A. The Board has adopted and implemented a Section 125 plan. This plan shall remain in effect throughout the life of this Agreement.
- B. The Boards monthly premium contribution for Plan A (Health) shall be: Single-Subscriber \$488.12, Two-person \$1,020.83, Full Family \$1,331.27 (these premium contributions will be revised each October to match Michigan Department of Treasury Public Employer Contribution to Medical Benefit Plans Annual Cost Limitations.) Each employee shall have the option of selecting one of the Plans in this Article.
  - 1. MESSA requires that each employee have health, dental, vision insurance, and LTD and negotiated life.
  - 2. Employees not electing Plan A shall receive a dollar amount equal to 90% of the cost of Choices II Single Subscriber rate. Additionally, these employees shall receive Plan B. The entire dollar amount may be used in any combination for any MESSA options or may be received as a cash option under the terms of the Ewart Public Schools Cafeteria Plan. A Bargaining Unit Member electing to receive this cash option may separately direct this compensation to a tax-deferred annuity under Section 403b of the Internal Revenue Code as a voluntary and elective contribution made through salary reduction.

The above-mentioned MESSA-PAK to be provided the Bargaining Unit Members is described as follows:

Plan A: Employees electing health insurance

Health	MESSA Choices II \$ 500/1000 in network deductible \$1000/2000 out of network deductible \$20/25/50 ov/uc/er co-pay Saver Rx Prescription Card
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The effective date of this insurance plan shall be December 1, 2012.

Employees selecting Plan A shall contribute the excess amount over the CAP cost.. Such contributions shall be made by payroll deduction over 16 – 19 pays during each school year.

Census changes and Premium changes will be reviewed as they occur. Adjustments to payroll deductions will occur after meeting with EEA representatives.

UNTIL 11/30/12	EFFECTIVE 12/1/12 thru 12/31/2013
\$200/\$400 in network deductible	\$500/\$1,000 in network deductible
\$400/\$800 out of network deductible	\$1,000/\$2,000 out of network deductible
\$20/25/50 ov/uc/er co-pay	\$20/25/50 ov/uc/er co-pay
\$10/20 Prescription Card	Saver Rx Prescription Card

Long Term Disability	60% \$5,000 Maximum Monthly Benefit 90 Calendar Days-Modified Fill Maternity Coverage Pre-existing Condition Freeze on Offsets Alcohol/Drug - 2 years Mental/Nervous - 2 years
Negotiated Life	\$20,000 with AD & D Effective 9-1-2007 \$40,000 with \$40,000 AD&D
Vision-Plan Month Sept	VSP-3 Plus
Dental Plan Year (July 1 through June 30)	80/80/80: \$1300 (\$1000 Maximum Class I and II) Effective 9-1-2007 Ortho \$3,000 max.

Plan B: Employees not electing health insurance

LTD	60% (Other LTD benefits same as above)
Negotiated Life	\$20,000 with AD&D Effective 9-1-2007 \$40,000 with \$40,000 AD&D
Vision-Plan Month Sept	VSP-3 Plus
Dental Plan Year (July 1 through June 30)	80/80/80: \$1300 (\$1000 Maximum Class I and II) Ortho \$3,000 max.

## ARTICLE 18

### SALARY SCHEDULE

#### Receiving Credit for Course Work

The M.A. column will also apply to teachers who have a BA+30 hours. BA+30 hours will be credited provided that the Superintendent, in his discretion, shall have the right to approve the course taken, in advance of enrollment. Beginning with the 1989-90 school year credit shall be given for course work that could be accepted by an accredited University or College toward teacher certification.

**2014-15 Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>BA +20</b>	<b>BA +30/ MA</b>
1	35,306	36,959	38,812
1.5	36,166	37,920	39,772
2	37,026	38,880	40,732
2.5	37,986	39,842	41,698
3	38,946	40,803	42,664
3.5	39,910	41,770	43,633
4	40,873	42,737	44,601
4.5	41,843	43,709	45,571
5	42,813	44,680	46,540
5.5	43,785	45,651	47,516
6	44,756	46,622	48,491
6.5	45,730	47,598	49,470
7	46,703	48,574	50,448
7.5	47,682	49,555	51,430
8	48,661	50,536	52,411
8.5	49,643	51,519	53,396
9	50,625	52,502	54,381
9.5	51,609	53,489	55,368
10	52,592	54,476	56,354
10.5	53,582	55,464	57,346
11	54,571	56,451	58,338
11.5	55,559	57,447	59,335
12	56,547	58,442	60,331
12.5	58,772	60,667	62,556

**2014-2015 Salary Schedule  
Longevity**

<b>STEP</b>	<b>BA</b>	<b>BA +20</b>	<b>BA +30/ MA</b>
12 + L1	61,302	63,206	65,105
12+ L2	61,856	63,760	65,659
12+ L3	62,962	64,867	66,765

Longevity for K-12 teachers:

- L1 Beginning with the 13<sup>th</sup> year
- L2 Beginning with the 20<sup>th</sup> year
- L3 Beginning with the 26<sup>th</sup> year



A "year" for longevity purposes shall include years of service with Evart Public Schools as well as years/steps of salary credit given at time of hire with Evart Public Schools.

\*The 2014-2016 salary schedule and compensation plan shall be contingent upon district savings realized by employee participation in the Early Retirement Incentive Plan (ERI) as well as Fall and Spring student count data - see Early Retirement Plan Letter of Agreement. For each year of this agreement, the Contingent Compensation Plan shall have the following provisions:

1. Savings shall be calculated by thirty-five (35) percent of the difference between the sum total of all of the retiring employees' total compensation less the ERI payment amount and the sum total of all employees' total compensation during the applicable ERI plan year. Total compensation shall include: salaries, retirement contributions, FICA, Workers Compensation contributions, health insurance and ancillary benefit contributions, cash in-lieu payments, and any other contractual payments made by the district to or on behalf of employees.
2. By September 15 following the completion of the ERI plan year, which shall end June 30, 2014, and June 30, 2015 respectively, the District shall report to the Association the calculated savings for the ERI plan year. The savings report shall include supporting documentation from which the savings were determined.
3. Savings for ERI Plan year 2013-2014 shall be applied to the ERI Based Contingent Compensation for school year 2014-2015. Savings for ERI Plan year 2014-2015 shall be applied to the ERI Based Contingent Compensation for school year 2015-2016.
4. During the month of September following the completion of the ERI plan year, the District shall notify all employees of any adjustments made to their compensation package as a result of the Contingent Compensation Plan. Adjustments shall be made during the first payroll in October of the school year following the ERI Plan year.
5. The District shall report to the Association Fall student count by November 20 and the Spring student count by March 30 each year of this agreement. For school year 2015-2016, these reporting dates may be subject to reasonable change.
6. Adjustments to employee compensation based on Student Count Based Contingent Compensation shall be made in the month of December following the fall count and during the month of April following the spring count. For school year 2015-2016, these dates are subject to reasonable change.
7. For the duration of this agreement, and unless as a consequence of the implementation of the Contingent Compensation Plan, employees shall be frozen at their current step and the salary schedule shall remain at the current 2013-2014 level.

#### ERI Based Contingent Compensation

- If calculated savings equal between one dollar (\$1) and twenty-nine thousand nine hundred ninety nine dollars (\$29,999), the savings shall be split equally among all employees as an off-schedule lump sum payment.

- If calculated savings equal between thirty thousand dollars (\$30,000) and forty-nine thousand nine hundred ninety nine dollars (\$49,999), each employee shall receive one half (1/2) step on schedule. Any remaining savings shall then be applied to up to a one half (1/2) percent increase to longevity pay. If there are any remaining savings, they shall be applied to an off-schedule lump sum payment equally divided among all employees.
- If calculated savings equal between forty-five thousand dollars (\$50,000) and sixty-four thousand nine hundred ninety nine dollars (\$64,999), each employee shall receive one half (1/2) step on schedule. Any remaining savings shall then be applied to up to a one (1) percent increase to the salary schedule.
- If calculated savings equal between sixty-five thousand dollars (\$65,000) and seventy-nine thousand nine hundred ninety nine dollars (\$79,999), each employee shall receive one half (1/2) step for school year 2014-2015 and one half (1/2) step for school year 2015-2016. Any remaining savings shall then be applied to up to a one half (1/2) percent increase to longevity pay.
- If calculated savings equal between eighty thousand dollars (\$80,000) and ninety-four thousand nine hundred ninety nine dollars (\$94,999), each employee shall receive one half (1/2) step for school year 2014-2015 and one half (1/2) step for school year 2015-2016. Any remaining savings shall then be applied to up to a one (1) percent increase in longevity pay.
- If calculated savings equal between ninety-five thousand dollars (\$95,000) and one hundred nine thousand nine hundred ninety nine dollars (\$109,999), each employee shall receive one half (1/2) step for school year 2014-2015 and one half (1/2) step for school year 2015-2016. Any remaining savings shall then be applied to up to a one (1) percent increase to the salary schedule.
- If calculated savings equal between one hundred ten thousand dollars (\$110,000) and one hundred thirty nine thousand nine hundred ninety nine dollars (\$139,999), each employee shall receive one (1) step for school year 2014-2015 and one half (1/2) step for school year 2015-2016. Any remaining savings shall then be applied to up to a one (1) percent increase in longevity pay. If there are any remaining savings, they shall be applied to an off-schedule lump sum payment equally divided among all employees.

#### Student Count Based Contingent Compensation

- If the reported fall student membership count is between and including 935 to 949, the District shall increase the calculated Contingent Compensation Plan savings from thirty-five (35) percent to forty-four (44) percent. If the additional nine (9) percent equals between one dollar (\$1) and twenty-four thousand nine hundred ninety nine dollars (\$24,999), then each employee shall receive a lump sum off-schedule payment equally divided among all employees. If the additional nine (9) percent is greater than twenty-five thousand dollars (\$25,000), then each employee shall receive one half (1/2) step. If there are any remaining savings, they shall be applied to an off-schedule lump sum payment equally divided among all employees.
- If the reported spring student membership count is between and including 935 to 949, the District shall increase the calculated Contingent Compensation Plan savings from forty-four (44) percent to forty-five (45) percent. The dollar amount from the additional one (1) percent shall be applied to a lump sum off-schedule payment equally divided among all employees.

- If the reported fall student membership count is greater than 949, the District shall increase the calculated Contingent Compensation Plan savings from thirty-five (35) percent to forty-eight point five (48.5) percent. If the additional thirteen point five (13.5) percent equals between one dollar (\$1) and twenty-four thousand nine hundred ninety nine dollars (\$34,999), then each employee shall receive a lump sum off-schedule payment equally divided among all employees. If the additional thirteen point five (13.5) percent is greater than twenty-five thousand dollars (\$35,000), then each employee shall receive one half (1/2) step. If there are any remaining savings, they shall be applied to an off-schedule lump sum payment equally divided among all employees.
- If the reported spring student membership count is 950 or greater, the District shall increase the calculated Contingent Compensation Plan savings from forty-eight point five (48.5) percent to fifty (50) percent. The dollar amount from the additional one point five (1.5) percent shall be applied to a lump sum off-schedule payment equally divided among all employees.

C. Salary Schedule Adjustment

1. Horizontal movement to the BA+20 or BA+30/MA columns of the salary schedule shall be based only on credits earned subsequent to the issuance of a Michigan Provisional or Continuing Teaching Certificate and after a bachelor's degree has been earned. In order to be eligible for a horizontal move on the Salary Schedule, transcripts shall be submitted prior to September 15th of each year.
2. Upon ratification of this Agreement, and for purposes of vertical movement of the Salary Schedule, a contract year shall consist of a minimum of one hundred twenty (120) days of which seventy (70) days must be workdays.
3. 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~~ may be given for the first five years of experience.
4. Eligible bargaining unit members will receive lanes during the duration of this agreement.

D. Tuition Reimbursement

The Board will reimburse any teacher who has a permanent, professional, or continuing certification up to six (6) semester hours or 18 SBCEU (or its SCECH equivalent) seventy percent (70%) of the cost 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 Evart School District. Employees requesting tuition reimbursement must meet with the Superintendent and receive approval prior to enrollment in course work.

Tuition reimbursement payments for summer classes will be paid back to the Evart Public Schools if the employee fails to complete the first semester of the following school year.

- E. The Association will be consulted on any and all changes to the Districts 403(b) plan document.

**ARTICLE 19**

**NON-TENURE DUTIES**

A.	Varsity Football	12.0%
	Assistant Football (3); (4, if 50 or more participants at the first official MHSAA practice)	8.0%
	Basketball - Boys	
	Varsity	12.0%
	Junior Varsity	8.0%
	9th Grade	7.7%
	8th Grade	5.5%
	7th Grade	5.5%
	Basketball - Girls	
	Varsity	12.0%
	Junior Varsity	8.0%
	9th Grade	7.7%
	8th Grade	5.5%
	7th Grade	5.5%
	Cheerleaders (fall)	
	Varsity	8.0%
	Junior Varsity	5.0%
	Cheerleaders (winter)	
	Varsity	8.0%

Junior Varsity (basketball)	5.0%
7th Grade	4.0%
8th Grade	4.0%
Varsity Baseball	10.0%
Junior Varsity Baseball	7.0%
Varsity Softball	10.0%
Junior Varsity Softball	7.0%
Track	
Boys'	10.0%
Girls'	10.0%
Junior High Boys'	6.0%
Junior High Girls'	6.0%
Track Assistant (if 40 or more participants)	7.0%
Cross Country	
Boys	4.5%
Girls	4.5%
(If four students or less are on either team, the pay shall be 2.5% for that team)	
Volleyball	
Varsity	11.0%
Junior Varsity	7.7%
7 <sup>th</sup> Grade	5.5%
8 <sup>th</sup> Grade	5.5%
Marching Band	4.5%
Concert Band	5.5%
(Concert Band shall include summer band activities as approved by the administration)	

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

Sponsors	
12th Grade	\$1250
11th Grade	\$1650
10th Grade	\$850
9th Grade	\$650
8th Grade	\$250
7th Grade	\$250
6th Grade	\$250
5th Grade	\$250
Advisors	
Junior/Senior Play	\$850
SADD	\$300
Spanish Club	\$400
French Club	\$400
OM Director	\$100
OM Coach/Team	\$350 (if 6 teams or less)

(If more than six (6) teams, the coaches shall split equally a two thousand one-hundred dollar (\$2,100) amount if not a class. Teams must compete at the regional level in order for a coach to be paid. Special circumstances will be considered.)

B. Yearbook	\$1200
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Student Council	
High school	\$850
Middle School (if not a class)	\$550
Driver Education, Jump Start, summer school, after school tutorial, academic RTC M.S., Mandatory H.S. (or classes taught outside the regular school year) \$21/hr	
Elementary Chorus	
(per out of school performance/max. 4)	\$137.50
Vocal Music	
High School (per out-of school performance/maximum 4)	\$137.50
Jazz Band (per out-of school performance/maximum 4)	\$137.50
Middle School Chorus	
(per out of school performance/max. 4)	\$137.50
Middle School Drama	\$550
Middle School Newspaper	\$250
Honor Society (2)	\$550
Noon Hour Supervision	\$10.50 per 1/2 hour or one (1) day of comp time and \$50.00 per marking period
Art Exhibit Coordinator (three positions)	\$250
Mentor Teacher	\$150 per teacher mentored for first year
Leadership Team	\$200
Home Game Management	\$40 per night
JV Football, Varsity Football, JV and Varsity Volleyball, JV and Varsity Boys Basketball, JV and Varsity Girls Basketball, Middle School Volleyball, Middle School Girls Basketball, Middle School Boys Basketball.	
Curriculum Editor	\$300

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

- C. 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/her 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 administration 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.
- D. In the spring the administration shall issue form letters to determine the intent of a K-12 teacher in an extracurricular position to return (or not to return) to that position for the ensuing school year. Upon receiving these letters of intent from K-12 teachers, the administrator shall indicate tentative recommendation thereon and inform the teacher of the administrative decision. The administration shall post all unfilled extracurricular positions for a period of not less than five (5) working days prior to assignment by the administration. Upon Board approval, a separate contract will be issued when possible.

Further, it is expressly understood that non-tenure (extracurricular) positions are subject to annual reassignment at the discretion of the Board.

The Board shall make fall assignments at its May Board meeting and it shall make all other non-tenure appointments at its September meeting. It is expressly understood the grievance procedure outlined in

Article 15 shall not apply to a teacher in circumstances where the Board fails to re-employ that teacher to a position on the extracurricular schedule.

Where the qualifications of a Bargaining Unit applicant for a non-tenure assignment are equal to or better than those of a non-Bargaining Unit applicant for the same assignment, preference shall be afforded to the Bargaining Unit candidate.

E. Adult Education and Credit Recovery

Instructors of classes offered for credit toward a high school diploma in the evening, or other times outside of regular school hours, as part of an Adult Education or credit recovery Program, shall be certified according to the regulations of the Michigan State Department of Education and shall be paid twenty-one dollars (\$21.00) per hour.

**ARTICLE 20**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of ratification by both the Board and the Association and shall continue in effect until August 15, 2016. 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



**APPENDIX A**  
**CALENDAR**

**APPENDIX B**

**JOB DESCRIPTIONS**

**THE PURPOSE OF THIS JOB DESCRIPTION IS TO SET FORTH  
QUALIFICATIONS AND EXPECTATIONS OF A VARSITY COACH**

A. Professional Preparation:

Employment as a teacher with coaching preparation either through previous coaching experience, college preparation or playing experience is desired but not required.

B. Background Experience:

Possesses working knowledge of all aspects of the sport in question.

C. Demonstrated Interest and Aptitude to Perform the Following Tasks:

1. At every opportunity urge the student body to be polite, courteous, and fair to the visiting team.
2. Always display good sportsmanship, losing or winning.
3. Maintain poise and self-control at all times, especially at the contests.
4. Teach the team to play fairly. Games should be played hard, but not as "blood and thunder" or "survival of the fittest" contests.
5. Be a good host to the visiting team, coach and spectators.
6. Discipline and, if necessary, dismiss players who disregard good sportsmanship.
7. Educate the players on the sidelines to the fact that it is unsportsmanlike conduct to yell intimidating remarks at the visiting team or officials.
8. Respect the officials' judgment and interpretation of the rules. If an interpretation appeal is necessary, follow appropriate procedures.
9. Let the officials control the game and the coach controls the team.
10. Publicly attempt to shake hands with the officials prior to the game and the opposing coach before and after the game.
11. To be able to assume responsibility for the facilities and equipment that are placed in your care.
12. To be in regular attendance at practice sessions and events that your group participates in.
13. To be able to assume full responsibility for the overall supervision of the program, including junior high, freshman and junior varsity teams.
14. To be able to assign all duties of assistant coaches working under his/her supervision.
15. The ability to follow a list of rules and procedures in a fair and consistent manner. (Student and Teacher Handbooks, School Board Policies and Administrative Directives).

D. Such alternatives to the above qualifications as the Board and Administration may find appropriate any acceptable.

**THE PURPOSE OF THIS JOB DESCRIPTION IS TO SET FORTH QUALIFICATIONS  
AND EXPECTATIONS FOR AN ASSISTANT, JUNIOR VARSITY, FRESHMAN  
OR JUNIOR HIGH COACH**

A. Professional Preparation:

Employment as a teacher with coaching preparation either through previous coaching experience, college preparation or playing experience is desired but not required.

B. Background Experience:

Possesses working knowledge of all aspects of the sport in question.

C. Demonstrated Interest and Aptitude to Perform the Following Tasks:

1. At every opportunity urge the student body to be polite, courteous, and fair to the visiting team.
2. Always display good sportsmanship, losing or winning.
3. Maintain poise and self-control at all times, especially at the contests.
4. Teach the team to play fairly. Games should be played hard, but not as "blood and thunder" or "survival of the fittest" contests.
5. Be a good host to the visiting team, coach and spectators.
6. Discipline and, if necessary, dismiss players who disregard good sportsmanship.
7. Educate the players on the sidelines to the fact that it is unsportsmanlike conduct to yell intimidating remarks at the visiting team or officials.
8. Respect the officials' judgment and interpretation of the rules. If an interpretation appeal is necessary, follow appropriate procedures.
9. Let the officials control the game and the coach controls the team.
10. Publicly attempt to shake hands with the officials prior to the game and the opposing coach before and after the game.
11. To be able to assume responsibility for the facilities and equipment that are placed in your care.
12. To be in regular attendance at practice sessions and events that your group participates in.
13. The ability to follow a list of rules and procedures in a fair and consistent manner. (Student and Teacher Handbooks, School Board Policies and Administrative Directives).

D. Such alternatives to the above qualifications as the Board and Administration may find appropriate and acceptable.

**THE PURPOSE OF THIS JOB DESCRIPTION IS TO SET FORTH QUALIFICATIONS  
AND EXPECTATIONS FOR NON-ATHLETIC ACTIVITY SPONSORS**

**I. QUALIFICATIONS**

**A. Professional Preparation:**

Preparation either through experience or college preparation is desired.

**B. Background Experience:**

Possess a working knowledge of all aspects of the assigned position.

**C. Such alternatives or combinations to the above qualifications as the Board and administration may find appropriate and acceptable.**

**II. EXPECTATIONS**

Demonstrated interest and aptitude to perform the following tasks would be expected of the individual who is hired for this position.

1. The ability to get along and relate to other people in a positive manner.
2. The ability to urge students to be polite, courteous, and fair while representing our school and community.
3. The ability to maintain poise and self-control at all times, especially in times of stress.
4. To be able to discipline in a firm and positive way and if necessary, dismiss participants who disregard school policies.
5. To be able to assume responsibility for the facilities and equipment that are placed in your care.
6. The ability to assume control over those students assigned to you when such control is needed.
7. To be in regular attendance at practice sessions and events that your group participates in.
8. The ability to make sound decisions and withstand pressures and criticisms.
9. The ability to follow a list of rules and procedures in a fair and consistent manner. (Student and Teacher Handbooks, School Board Policies, and Administrative Directives).

APPENDIX C

**OVERLOAD COMPENSATION CALCULATIONS  
EVART PUBLIC SCHOOLS  
STUDENT COUNT SHEET**

Name: \_\_\_\_\_ Overload Class: \_\_\_\_\_ Block: \_\_\_\_\_

Marking Period: \_\_\_\_\_ Class Size Max. \_\_\_\_\_ Overload Rate of Pay: \_\_\_\_\_

Do you have an aide? \_\_\_\_\_ If so, how often? \_\_\_\_\_

Date	Day	No. of Overload	Date	Day	No. of Overload	Date	Day	No. of Overload
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	No. of Overload	Date	Day	No. of Overload	Date	Day	No. of Overload
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	No. of Overload	Date	Day	No. of Overload	Date	Day	No. of Overload
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	No. of Overload	Date	Day	No. of Overload	Date	Day	No. of Overload
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

$$\frac{\text{No. of Overload Students}}{\text{No. of Overload Students}} \times \frac{\text{Overload Rate}}{\text{Overload Rate}} = \frac{\text{Overload Compensation}}{\text{Overload Compensation}}$$

Special Circumstances:

Teacher

Principal

Superintendent

## GUIDELINES FOR OVERLOAD COMPENSATION

Please use the chart below when figuring overload for middle school and high school classes under Article 7A. The chart specifically refers to items 3, 4, 5, and the sentences in 6 that refer to middle school blocks and high school blocks.

40 minute block	\$.85
45 minute block	\$.95
48 minute block	\$1.01
50 minute block	\$1.05
55 minute block	\$1.15
60 minute block	\$1.25
65 minute block	\$1.35
70 minute block	\$1.45
75 minute block	\$1.55
80 minute block	\$1.65
85 minute block	\$1.75
90 minute block	\$1.85