

MASTER AGREEMENT

BETWEEN

EVART EDUCATION ASSOCIATION

AND

EVART BOARD OF EDUCATION

FOR THE YEARS

2012-2013

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This Agreement entered into this 2nd day of November 2012 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 personnel, including personnel on tenure and probation as classroom teachers, guidance counselors, librarians, and driver education instructors, all full-time and regular part-time community education (high-school completion/ G.E.D. preparation) and alternative education teachers 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, 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 "Alternative Education teachers" shall refer to the teachers in the Evart Alternative Education program. 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/alternative education 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/alternative education 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.
- 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 in an amount established by the Association. 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 Board 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, apply 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, at least fifteen (15) days prior to the date of the first payroll deduction for professional membership dues and service fees, the amount of said membership dues and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by this Agreement and by law. Further, the Association agrees to promptly notify the District of any 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 involuntary wage deduction procedure specified herein for non-Association Bargaining Unit Members.
6. The Association shall indemnify and save the Board (including its trustees and administrators) 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 them for the purpose of complying with the Association security/agency shop provisions of this Article. The Association shall, when the Board (including its trustees and administrators) is sued individually or jointly for action taken for the purpose of complying with the Association security/agency shop provisions of this Article, make available competent legal counsel of the Association's choice 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 (at Association expense) with any Bargaining Unit Member whose wages have been subject to involuntary deduction under this Article.

No such settlement shall, however, obligate the Board to take or refrain from taking any action or involve expenditure of funds of the Evart Public Schools without prior formal authorization and approval by the Board. If a court having competent jurisdiction over the area of Evart Public Schools rules the indemnification or save harmless provisions to be unenforceable, the obligation to collect involuntary deductions for service fees, as outlined in Section C, shall cease.

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 Ewart Education Association (who resides within the Ewart 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.

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: High School - five (5) seventy (70) minute blocks equals one (1) comp day; Middle School - three (3) sixty-five (65) minute blocks, one (1) seventy (70) minute block, one (1) sixty (60) minute block, and one (1) twenty-five (25) minute block; equal one (1) comp day; Elementary School - fourteen (14) twenty-five (25) minute recesses equals one (1) comp day. Alternative High School-Five (5) fifty-eight (58) minute blocks and one (1) sixty minute block equals one (1) comp. day. 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 resignation 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 7:50 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 8:00 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.
6. To meet minimum State requirements for student instruction time, in order for the District to receive full State financial aid, elementary teachers (excluding counselor and teachers with multi grade level assignments) may be asked to volunteer to supervise the playground activities of students during recess. Such duty will be done on a rotating basis should more teachers volunteer than are needed. Compensation or comp time will be earned by these teachers at the rate specified for teachers substituting in Article 4 D. An individual who supervises fourteen (14) twenty-five (25) minute recesses shall be entitled to a comp day if compensatory time is elected. If there are insufficient volunteers, the administration will initiate a rotation schedule, beginning with teachers having a common recess period. The rotation schedule shall start with the least senior staff member who has spent the least amount of time on recess duty and rotate through all staff having a common recess period. The Administration and the Association will cooperate in the implementation of the recess rotation. The administration shall determine the number of teachers needed to staff recess. The administration will schedule recess supervision by teachers during the fall (August through-November) and spring (commencing at the beginning of the fourth marking period) to the extent possible. If these intervals are insufficient for State School Aid purposes the parties will meet to discuss the implementation of extending these intervals. Individual teachers will not be assigned two recess periods in one (1) day unless they volunteer for such duty. The District, at its option, may assign recess supervision as a portion of the elementary physical education teacher's regular teaching assignment. If this should occur the elementary physical education teacher shall be allowed to leave at the end of the student school 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 specialist (physical education, music or art classes) instruction 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. 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 five dollars (\$5.00) 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 aide 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. The parties recognize that Bargaining Unit Members assigned to alternative education, adult education and community education will have facilities meeting the above standards when conditions permit.
- 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. 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) calendar days.

Should the vacancy occur during the summer months, (i.e. last day of teacher work year to and including August 8) 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. (A "Transfer Request Letter" shall be kept on file for only one (1) calendar year.)

- 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.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status, shall not be entitled to retain such rights as s/he may have under this Agreement prior to

such transfer to supervisory or executive status with the exception of salary schedule placement credit for teaching experience and administrative service in the District. 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, except as may be required by the Teachers Tenure Act.

- E. Reasonable effort will be made to notify teachers of their tentative schedules prior to the last teacher workday.
- 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. Moved from Article 10 Recall paragraph D.

ARTICLE 9

LAYOFF PROCEDURE

- A. The District shall develop and present to the Association by October 1st an updated seniority list for all K-12/alternative education 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/alternative education 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/alternative teacher shall be entitled to twelve (12) days each year accumulative to a total of one hundred eighty four (184) days. Adult education instructors working at least thirty (30) hours per week for a full program year shall be entitled to twelve (12) days of sick leave annually, accumulative to a total of one hundred thirty-six (136) days.

If a teacher goes to a funeral other than those specified by Article 11, Section A-2, the teacher shall forfeit only the regular substitute's salary unless the Superintendent, in his/her sole discretion, allows the day to be charged against the teacher's accumulated sick leave.

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.

- C. 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-\$458.33, Two-person-\$916.66, Full Family-\$1,250.00 (these premium contributions will be revised each October.) 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 Evart 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 and will be divided equally among all members selecting Plan A. Such contributions shall be made by payroll deduction in 16 pays (November 9, 2012-June 7, 2013).

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
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\$200/\$400 in network deductible	\$500/\$1,000 in network deductible
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\$400/\$800 out of network deductible	\$1,000/\$2,000 out of network deductible
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\$20/25/50 ov/uc/er co-pay	\$20/25/50 ov/uc/er co-pay
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\$10/20 Prescription Card	Saver Rx Prescription Card
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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
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Negotiated Life	\$20,000 with AD & D Effective 9-1-2007 \$40,000 with \$40,000 AD&D
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Vision-Plan Month Sept	VSP-3 Plus
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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.
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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

A. 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.

B. Freeze the 2011-12 salary schedule until December 31, 2013. Bargaining unit members will receive an on schedule payment of \$125 at all levels of the salary schedule in the last pay in November of 2013. There will be no step increases during this time.

2011-2012

Step	BA	BA+20	BA+30/MA
1	35,181	36,834	38,687
2	36,901	38,755	40,607
3	38,821	40,678	42,539
4	40,748	42,612	44,476
5	42,688	44,555	46,415
6	44,631	46,497	48,366
7	46,578	48,449	50,323
8	48,536	50,411	52,286
9	50,500	52,377	54,256
10	52,467	54,351	56,229
11	54,446	56,326	58,213
12	56,422	58,317	60,206
12+L1	60,872	62,767	64,656
12+L2	61,423	63,318	65,207
12+L3	62,524	64,419	66,308

L1	\$4,450
L2	\$5,001
L3	\$6,102

Longevity for K-12 teachers:

- L1 Beginning with the 13th year
- L2 Beginning with the 20th year - L1 + \$551
- L3 Beginning with the 26th year - L1+\$1,652

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

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 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's 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 Ewart 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 Ewart 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);	8.0%
	(4, if 50 or more participants at the first official MHSAA practice)	
	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 th Grade	5.5%
	8 th 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
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.

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 December 31, 2013. 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

AUGUST 2012						
S	M	T	W	T	F	S
			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	T	T	T	30	31	

EVART PUBLIC SCHOOLS CALENDAR 2012-13

FEBRUARY 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	PD	7	8	9
10	11	12	13	14	15	16
17	N	19	PD	21	22	23
24	25	26	PD	28		

SEPTEMBER 2012						
S	M	T	W	T	F	S
						1
2	N	F	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						

August 2012
 August 27-29 -Teacher PD
 August 28 - OPEN HOUSE

MARCH 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	PD	14	15	16
17	18	19	PD	21	22	23
24	25	PTC	PD	E	N	30
31						

September 2012
 3 - No School/Labor Day
 4 - Students First Day

October 2012
 24, 31 - Late Start Wed/PD

OCTOBER 2012						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	PD	25	26	27
28	29	30	PD			

November 2012
 2 - End of 1st Quarter
 13 - Students am/PTC pm
 7, 14, 21, 28 - Late Start Wed/PD
 15 - Safety Day - No School
 22-23 - Thanksgiving - No School

December 2012
 5, 12, 19 - Late Start Wed/PD
 24-31 - Winter Break - No School

APRIL 2013						
S	M	T	W	T	F	S
	N	N	N	N	N	6
7	8	9	PD	11	12	13
14	15	16	PD	18	19	20
21	22	23	PD	25	26	27
28	29	30				

NOVEMBER 2012						
S	M	T	W	T	F	S
				1	E	3
4	5	6	PD	8	9	10
11	12	PTC	PD	N	16	17
18	19	20	PD	N	N	24
25	26	27	PD	29	30	

January 2013
 1-4 - Winter Break - No School
 9, 16, 23, 30 - Late Start Wed/PD
 18 - End of First Semester
 21 - Teacher PD

February 2013
 6, 20, 27 - Late Start Wed/PD
 18 - Presidents Day - No School

MAY 2013						
S	M	T	W	T	F	S
			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	N	28	29	30	31	

DECEMBER 2012						
S	M	T	W	T	F	S
						1
2	3	4	PD	6	7	8
9	10	11	PD	13	14	15
16	17	18	PD	20	21	22
23	N	N	N	N	N	29
30	N					

March 2013
 13, 20, 27 - Late Start Wed/PD
 26 - Students am/PTC pm
 28 - End of 3rd Quarter
 29 - Spring Break - No School

April 2013
 1-5 - Spring Break - No School
 10, 17, 24 - Late Start Wed/PD

JUNE 2013						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	L	T	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JANUARY 2013						
S	M	T	W	T	F	S
		N	N	N	N	5
6	7	8	PD	10	11	12
13	14	15	PD	17	E	19
20	T	22	PD	24	25	26
27	28	29	PD	31		

May 2013
 27 - Memorial Day - No School

June 2013
 10 - Students Last Day
 11 - Teachers Last Day

JULY 2013						
S	M	T	W	T	F	S
	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			

N	No School	F & L	Students First/Last Day
T	Teachers Only	E	End of Quarter/Semester
PD	Late Start Wed/PD	PTC	Students AM/PTC PM

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