

August 30, 1976

CONTRACTUAL AGREEMENT

BETWEEN

EWEN-TROUT CREEK EDUCATION ASSOCIATION

AND

THE EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION

P.O. BOX 218 EWEN, MICHIGAN 49925

R. Rigoni
Ewen-Trout Creek Schools
Ewen, Mich.
49925

Ewen-Trout Creek Consolidated School District.

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AND

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BOARD OF EDUCATION
P.O. BOX 218 EWEN, MICHIGAN 49925

This agreement, entered into this 25th day of August 1975, by and between the Ewen-Trout Creek Consolidated School District Board of Education (hereinafter called the Board) and the Ewen-Trout Creek Education Association (hereinafter called the ASSOCIATION) shall be in effect from 31 August, 1975 until 30 August 1976.

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of the involved school district is their mutual aim and that the character of such education depends in large measure upon the quality and morale of the teaching service, and

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

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

the PARTIES, following extended and deliberative negotiations, have reached certain understandings which they desire to memorialize, to wit:

ARTICLE I Recognition

- A. Be it understood that the Board is the sole governing body for the schools within its jurisdiction. Its powers and authority derive from laws of the state. Its members are elected representatives of the people of the territorial district which it serves. Though the Association claims the right of petition and right to give advice in the areas of its competence and interest, it recognizes the position of the Board as the lawfully constituted trustee for the public interest and the duly constituted authority for the determination of school policy.
- B. The Board recognizes the negotiations committee certified as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all regular contracted professional teaching personnel.

- C. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this agreement.
- D. Nothing contained herein shall be construed to prevent any teacher from individually presenting a grievance and having the grievance adjusted without intervention of the Association providing, that the adjustment is not inconsistent with the terms of this Agreement and, providing further, that the Association through its negotiation committee has been fully advised and informed so as to protect its interest under this Agreement.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher any rights he may have under the Michigan General School Laws or applicable civil service laws and regulations.
- F. The Association and its members shall have the privilege of the uses of school buildings and facilities and equipment according to the policies and regulations adopted by the Board of Education for the community use of school buildings.
- G. The Board agrees to furnish to the teacher committee negotiating for the Association such public data that is available as is necessary in assisting the Association in developing intelligent, accurate, informed and constructive programs or processing any grievance or complaint. The Board's obligation is limited to what shall constitute reasonable requests.

ARTICLE II Financial Responsibilities and Payroll Deductions

- A. All teachers, as a condition of continued employment, shall either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Association) and such authorization shall continue from year to year unless revoked in writing:
 - or
 - 2. Cause to be paid to the Association a fee equal to membership dues payable to local MEA and NEA within ten days after the commencement of employment.
- B. In the event that neither of the provisions of Paragraph A are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall immediately notify said teacher that his services shall be discontinued after 30 days of employment, unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that dues or non-member's fees have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then in that event, neither the Association nor the teacher shall have

the right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

- C. Regular dues or the non-member's fee shall be deducted by any of four methods:
 - 1. The entire amount from the first paycheck, or
 - 2. 1/3 of the entire amount from each of the first 3 paychecks, or
 - 3. 10% of the entire amount from each of the first 10 checks, or
 - 4. 10% per month.
- D. Authorization for deductions shall be filed with the Superintendent on or before the 10th day of the school year.
- E. Dues authorization, once filed with the Superintendent, shall continue in effect until a revocation form in writing and signed by the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per teacher.
- F. Upon the filing of the written notification, specifying the amount of the non-member's fee, said amount shall not be subject to change during the entire school year, unless authorized by the Association. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.
- G. For the purpose of this article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- H. Dues deductions shall be transmitted by the Superintendent to the Association treasurer within ten days after such deductions are made. The Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.
- I. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deduction.
- J. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deduction shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

- K. The Association agrees to assure the legal defense of any suit or action against the Board regarding sections A and B of this Article of the Collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- L. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE III Professional Compensation

- A. The salaries of teachers covered by the agreement as set forth in Schedule A shall constitute an integral part of the agreement and shall be in effect from 31 August, 1975, through 30 August, 1976.
- B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours. Normal teaching hours shall be defined as "7 hours per day, specific times being specified by the Board." For extra work and/or time spent after the normal school day required by the administration or agreed upon by a teacher and the administration, there shall be additional compensation. These additional duties shall be on a scheduled basis as in Schedule B attached. If an item is not covered in Schedule B, representatives of the Board and the Association shall meet for the purpose of mutually agreeing to a compensation and such item and its compensation shall be added to Schedule B.

- C. The Association recognizes the value of various meetings between the staff, or parts thereof, and the Administration and/or the Board and agrees that no additional compensation will be paid for these meetings.
- D. The Board recognizes an ethical and legal obligation to hire new and old personnel to the teaching staff on the basis of the negotiated salary schedule. Any deviation must have prior approval of the Association through its negotiation committee. Such deviation shall not be valid beyond one contract year without the approval of the Association.

ARTICLE IV Conditions of Employment

- A. The Board recognizes that teachers spend considerable time beyond the normal school day in lesson planning, class preparation, paper grading, grade computation, and a multiplicity of duties that requires time well beyond a forty-hour week. With this in mind, the Board will not require a teacher to normally spend more than seven hours per day or thirty-five hours per week on the school premises.
- B. What constitutes a normal school day, normal teaching loads, normal teaching assignments shall be negotiable matters. An approximation of twenty-five students per class per teacher shall be the general goal as to maximum class size, keeping in mind the facilities and situation.
- C. The Board recognizes the very high desirability of providing a duty-free uninterrupted lunch period for all teachers, one period per day free of class teaching or study hall supervision for secondary teachers, and a fifteen-minute relief time per day for elementary teachers.
- D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- E. Teachers who will be affected by a change in grade assignments in the elementary school grades and by change in subject assignments in the secondary school grades and also building assignments will be notified in writing and consulted by their principals as soon as practicable and prior to July 15. Such changes shall be voluntary after July 15.
- F. The Board shall furnish, when requested and without charge, uniforms, as recognized by the Board, for all physical education, home economics, industrial education, and science teachers, and shall provide, without charge, laundering service therefore.

- G. The Board recognizes that appropriate texts, library reference materials, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals standard texts and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, new ideas, and innovations, and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. If a cost shall be incurred, the Board may examine the educational tools, new ideas of innovations and act as they see fit.
- H. Teachers shall have, through their negotiation committee, the privilege of consultation with and making recommendation to the Board on policies and practices in which classroom work is detrimentally affected by excessive absenteeism or conflicts with extra-curricular or co-curricular activities.
- I. The Board recognizes the need and desirability of making available for the use of school employees separate facilities such as lunchrooms, restrooms, lavatories, and lounges from those provided for students.
- J. Telephone facilities shall be made available to teachers for their reasonable use. Tolls for personal calls will be the responsibility of the individual.
- K. Teachers shall be entitled to full rights of citizenship. No religious or political activities or lack thereof, when carried on away from school premises, shall be grounds for disciplinary action.

ARTICLE V Vacancies

- A. The Board recognizes the priority of claims of teachers on the staff to teaching or administrative vacancies that arise within the school system. Before a vacancy is permanently filled, notice that there is such a vacancy shall be posted in prominent locations throughout the schools for not less than 15 days before final action is taken.
- B. The Board supports the policy that, qualifications and certification being equal, first consideration shall be given to staff members in filling vacancies.
- C. In making appointments for summer programs, qualified and certified teachers, now employed within the system shall be considered first. If two or more such teachers apply for a position, the individual with the longest time of service in the district will be considered first. If the position cannot be filled from within the system, it may be filled from applicants outside the system.

ARTICLE VI Leaves of Absence

- A. Compensated Leaves
 - 1. Sick leaves with compensation shall be according to the Sick Leave Bank Plan agreed to in the 1967 contract negotiations and outlined in Schedule C appended to this agreement.
 - 2. Absence due to injury or illness incurred in the course of the teacher's employment and covered under Workmen's Compensation shall

not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workmen's Compensation Act for the School year or calendar year, which ever is longest.

3. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.

4. Compensated leave of absence for reasons other than illness:
a. Each teacher may at the discretion of the superintendent be allowed three days of absence without loss of pay per school year. Compensation for days of absence beyond three days shall be at the option of the Board.

i. Acceptable reasons for use of such days of leave shall be critical illness in the immediate family, attendance at commencement exercises or ceremonies in which the teacher, or spouse, or child is honored; attendance at professional meetings; or for personal business which cannot be conducted on other than school hours.

ii. Except in the cases of critical emergencies when advance notice may be impossible, a teacher shall give at least a five-day warning of such absence.

iii. After 10 years of experience in the district, a teacher may use one of these personal days without providing the superintendent with a reason for such use.

b. Funeral leave shall be allowed to a maximum (unless further extended by the Board) of five successive days, counting the day of death as the first day, in the event of the death of spouse, child, brother, sister, or parent. This leave shall be above and beyond personal and sick leave allowances

c. In the event that a teacher is called for jury duty during school hours or is subpoena to testify during school hours in any judicial or administrative matter, or is asked by the Board to testify in any arbitration or fact finding or any matter, such teacher shall receive payment for such duty or absence equal to the difference between his regular daily salary and any compensation received for the duty.

d. Days of compensated leave of absence are not accumulative from year to year.

5. Professional leave allowance and compensation (2 days per year)

a. Professional leave with compensation may be allowed for those teachers who wish to observe and participate in professional visitation of other school systems.

i. In addition to regular compensation, the participating teacher shall be reimbursed for his transportation expenses to the extent of ten cents per mile to a maximum of forty dollars for each day of such leave.

ii. Professional leave days shall be initially arranged between the teacher and the superintendent or his designated administrative officer. A written memorandum stating the dates, places, purposes and expected gains shall be submitted to the Superintendent for the information of the Board.

- iii. A post visitation memorandum report shall be submitted by the teacher upon request to the Superintendent or his designated officer.
 - iv. In the event that it is revealed that a visitation privilege has been abused, the Board may recover compensation and reimbursement costs by an assessment of the future salary payments due the teacher involved. Whether or not the days allotted for professional visitation (but deemed abused as determined by the committee of Approval and Review) shall count as personal leave days shall be at the option of the Board.
6. At the beginning of every school year, the Association shall be credited with ten days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than 48 hours in advance of taking such leave. The salaries for the substitute teachers for the first day shall be paid by the Association; for the second day by the Board; with continuous alternation of payment for the remainder of the ten days.
- B. Non-Compensated Leaves
1. Military leave of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the armed forces of the United States. Teacher on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service of the school system and granted a same or equal portion upon returning.
 2. A leave of absence up to one year shall be granted without pay for health or maternity as recommended by a physician or to enable a teacher to attend a college or university in order to better himself in his profession (or acquire vocational certification). Maternity leaves under this article shall end at the beginning of a predetermined semester. (Either the 1st or 2nd following the beginning of the leave.)

ARTICLE VII Teacher Evaluation

- A. Each teacher shall have the right, upon request, to review the contents of his own Personnel File with the exception of recognized confidential information such as: placement office recommendation, and recommendations prior to employment. A representative of the Association may be requested to accompany the teacher in such review.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representative is made, no action shall be taken with respect to the teacher until such representative of the Association is present. But, in no case, shall this extend beyond the end of the calendar day on which said teacher was notified of the alleged violation.

ARTICLE VIII Protection of Teachers

- A. The Board recognizes that the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher.
- B. Any case of assault upon a teacher while performing his duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcing and judicial authority. The teacher agrees to grant subrogation claims to the Board for compensation under the Teacher's MEA liability protection.
- C. If a teacher is injured or unable to work as a result of acting within his scope of authority as set forth in this Article, the Board shall pay the difference between the amount received from Workmen's Compensation and the teacher's daily rate for a period of 120 days or to the end of the school year, whichever is longer.
- D. No action shall be taken upon any complaint by a parent or student directed toward a teacher, nor no notice thereof be included in said teacher's personal file until such matter is reported in writing to the teacher concerned.
- E. No information concerning a teacher will be placed in any file by a school administrator unless said teacher is notified that such material is being placed on file.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE IX Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but of concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon agreement to do so by both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At the request of either party, at least sixty (60) days prior to the expiration of the Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized

that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions, subject only to such ultimate ratification.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

ARTICLE X Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misrepresentation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on a third year probation.
 - c. The termination of any teacher to a position on the extra-curricular scale.
- B. In the event that a teacher believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with his building principal, either personally or accompanied by his Association representative within 5 days of becoming aware of the alleged incident.
- C. If, as a result of the informal discussions with the building principal, a grievance still exists, he may, within 5 working days, set forth the grievances on a form, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- D. Within FIVE (5) CALENDAR days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within FIVE CALENDAR days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within FIVE CALENDAR days of such meeting (or TEN CALENDAR days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent or his designee who shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within FIVE CALENDAR days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within FIVE CALENDAR days of such meeting (or TEN CALENDAR DAYS from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of

or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, SHALL MEET WITH THE ASSOCIATION on the grievance. Disposition of the grievance in writing by the Board shall be made no later than SEVEN CALENDAR days thereafter. A copy of such disposition shall be furnished to the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator WITHIN FIVE CALENDAR DAYS FROM THE NOTIFICATION DATE THAT ARBITRATION WILL BE PURSUED, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XI Miscellaneous

- A. Teachers shall be informed of a telephone number they may call before 8 a.m. to report unavailability, and it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. No polygraph or lie detector device, or the results of the same, shall be used by the Board or the Association in any investigation of any teacher.
- C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall whenever possible, have the opportunity in advance to consult with the Board with respect thereon prior to general publication.

- D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof. ^{and} The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- E. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistant with its terms. It shall like wise supercede any contrary or inconsistent terms contained in any individual teacher's contract. Contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board, within the agreed areas.
- F. If any provision of this Agreement or any application thereof to any employee or group of employees or the Board shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Copies of this Agreement shall be duplicated at the expense of the Board and copies shall be provided to all teachers now employed or hereafter employed by the board within 3 weeks of ratification.

ARTICLE XII Staff Reduction

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate position(s), the Board shall follow the procedure listed below:
1. Hire no new teachers for leaving personnel or retirees provided that a fully qualified, fully certificated teacher on the staff can fill the vacant position.
 2. Teachers not holding a regular Michigan provision~~1~~, continuing, or qualified certificate will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid-off teachers.
 3. If reduction is still necessary, then probationary teachers with the least number of continous years of teaching in the Ewen-Trout Creek School System will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid-off teachers.

4. If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the Ewen-Trout Creek School System will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid-off teachers.
- B. Fully qualified and fully certificated teachers shall be defined as follows:
1. Fully qualified shall be taken to mean training and experience, and,
 2. Teachers who have earned a provisional or continuing teaching certificate in a given subject area, and
 3. Who have completed eighteen (18) semester hours of college credit in a given subject area or have taught in the subject area of grade level (elementary) on a regular basis,
- C. Length of service is defined as unbroken service in the Ewen-Trout Creek School System. Leaves of absences, with or without pay, and absences due to layoff are not to be considered a break in service. Time spent on leave or laid-off status will count toward continuous service time.
- D. Recall--in the event of layoff, the board will institute a recall procedure which will be in reverse order of the above layoff procedure.
- E. Seniority rights shall be lost by the teacher if the teacher does not inform the superintendent or Board that he will return within thirty (30) days if recall is between June 1 and August 1 or ten (10) working days if recall is after August 1.
- F. Any layoff pursuant to this Agreement shall automatically terminate the individuals employment contract. All benefits allowed therein including all benefits under this Master Agreement shall be reinstated in full upon re-employment.

- G. The Board shall give no less than sixty (60) days written notice prior to the end of the semester to the teacher being laid off stating reason for discharge.
- H. It is intended that this Article, XII, takes precedence over and governs the individual teaching contracts and the individual teaching contract is expressly conditioned by this Article.

ARTICLE XIII Management Rights

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE XIV School Calendar

- A. The parties agree that all aspects of the school calendar are negotiable, including length of the school year, and further agree that the school calendar shall be set forth in this article. Any deviation shall be by mutual consent.
- B. In-service days shall be added to the state's 180 day calendar in order to improve instruction and curriculum.
- C. The calendar shall be negotiated as a separate contract agreed to and ratified by May 1 of the current school year.
- D. If no agreement can be reached by May 1, continuous negotiations will be held until an agreement is reached.

CALENDAR 1975-76

August 25	1st day of school for teachers.
August 26	1st day of school for students.
September 1	Labor Day (No School).
November 17	1st day of Deer Season (No School).
November 27 & 28	Thanksgiving (No School).
December 19	Last day of school before Christmas.
January 5	Return from Christmas Vacation.
April 15	Holy Thursday (No School).
April 16	Good Friday (No School)
April 19	Easter Monday (No School).
May 28	Last day of school.

Total days - 183 (180 session and 3 in service)

Two inservice days are included in this calendar in addition to August 25th. If the first of these is not scheduled by the beginning of Christmas vacation, and the second by Friday, March 12, they will be added to the Easter vacation, (April 20 and 21).

ARTICLE XV

- A. This Agreement shall be effective as of August 31, 1975 and shall continue in effect for one (1) year until August 30, 1976.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Terry J. Gratt for the Ewen-Trout Creek
(President)
Education Association and

R. L. [Signature] for the Board of Education
(Superintendent)
of the Ewen-Trout Creek Consolidated School District.

SCHEDULE A: SALARY AGREEMENT

- A. The base pay for a non-degree teacher shall be Three Thousand Dollars (\$3000.00) less than for a teacher with an academic degree.
- B. The salary shall be computed by a percentage increment of base pay for degreed teachers. The base pay for a teacher with 20 graduate semester credits beyond a bachelor's degree shall be 8 percent higher than for a teacher holding a bachelor's degree. The base pay for a teacher with a master's degree shall be 12 percent higher than for a teacher holding a bachelors degree. The base pay for 10 hours beyond the MA Degree shall be 14 percent higher than the Ba and base pay for 20 hours beyond the MA shall be 16% higher than the BA.
- C. Four and two-tenths percent of increment shall be paid for each year of experience beyond the first. 1/2 credit will be given for experience spent in other districts up to a total of ten (10) years, (5 years on salary scale) 1/2 years of experience will be counted as the next full year.
- D. For the school year covered by this contract, the base pay shall be Eight Thousand Nine Hundred Dollars (\$8900) with a four and two-tenth increment as follows:

	374	8% (404)	12% (419)	14% (426)	16% (434)
Yrs. Exp	BA	BA+20	MA	MA+10	MA+20
BASE	8900	9612	9968	10146	10324
1	9274	10016	10387	10572	10758
2	9648	10420	10806	10998	11192
3	10022	10824	11225	11424	11626
4	10396	11228	11644	11850	12060
5	10770	11632	12063	12276	12494
6	11144	12036	12482	12702	12928
7	11518	12440	12901	13128	13362
8	11892	12844	13320	13554	13796
9	12266	13248	13739	13980	14230
10	12640	13652	14158	14406	14664
15	13014	14056	14577	14832	15098

SCHEDULE B: EXTRA DUTY

<u>Item</u> (For items not listed, sec. Art. III B.)	Percent of BA base as listed on <u>Schedule A</u>
Debate.....	5%
Forensics.....	3
3 Plays.....	1.6/play
Basketball, varsity (Boys & Girls).....	10 ea.
Basketball, junior varsity (Boys & Girls).....	8 ea.
Basketball, 9th grade (boys).....	6
Basketball, Junior High (Boys & Girls).....	7 ea.
Wrestling, Boys.....	7
Track (Boys & Girls).....	8
Football, head coach (Boys).....	10
Football, assistant coach (Boys).....	8
Football, Junior high (Boys).....	7
Summer baseball (Boys).....	8
Cheerleader advisor (High School).....	4
Cheerleader advisor, junior high.....	2
Junior high track (boys & girls).....	2 ea.
Cross country (boys).....	2

Note: Girls JV Basketball will be prorated by games played if number of games is less than varsity girls basketball.

Preseason Football: \$125 per week for 3 weeks will be paid to the head Varsity coach and \$100 per week for 2 weeks will be paid to the assistant Varsity football coach for preseason practice.

Head teacher, Paynesville school.....\$200.00

Driver Ed.....\$6.50/hr.

Outlines of minimum requirements for the above duties are available from the administration.

The 5% of salary contribution to the Michigan Public School Employees' Retirement Fund will be paid by the school district.

A 10% increment will be included on these payments for every year of experience up to a maximum of 5 years. (schedule "B")

Hospitalization- 100% of either Blue Cross or H.E.A. Super Med 2 Group Hospitalization insurance will be paid for all full time teachers, dependents included, children only until 22nd birthday.

Professional Advancement- A certified teacher, by provisional or permanent of life certificate, shall (upon satisfactory proof) be reimbursed for semester hours of graduate value to the extent of one-half the cost of tuition which he himself has paid and for which he has not nor will not be reimbursed from any other source. This shall pertain to credits earned after 1 September 1972.

Pay Period- 10 or 12 month basis payable every other Friday or on the last day of the school week beginning September 5, 1975.

Extra Duty- For extra duty, for all extra events scheduled by the principal, participating teachers will be paid at the rate of \$3.50 per hour. Teachers will register for duty at the beginning of the year for scheduling by the principal. Teachers who register will be considered for this extra duty before other personnel.

SCHEDULE C: SICK LEAVE BANK PLAN

- A. For each teacher under contract, the bank will be credited with 10 days sick leave.
- B. Teachers entering or leaving from the system during the year will add to, or subtract from the bank, the proper amount of days commensurate with their time spent in the system during the current school year, calculated to the nearest whole day.
- C. Any teacher may draw on the bank, up to 5 days of sick leave in any school year.
- D. The records of the sick leave bank will be kept by the school administration, with an accurate accounting of all sick leave days credited to and charged against the said bank. These records are to be available for inspection by the association at any time.
- E. In the event that a teacher is absent for reasons of illness more than five days during the school year, he may apply through the Association, for any amount of additional days. Said application will be considered by the Board of Control. This Board will have complete control over the disbursement of these additional days.
- F. The Board of Control will be staffed jointly by 2 members each from the Association and the Board of Education, plus one administrator appointed by the Superintendent of Schools.
- G. Any unused days left in the bank plan at the end of the school year will be added to the plan at the beginning of the next school year.
- H. It is understood that there will be no monetary reimbursement whatsoever regarding any unused sick leave time during the life of this bank plan.
- I. A teacher's claim for sick leave from the bank will be limited to the school year in which the disability occurred.
- J. The bank shall not be charged with sick leave days for any lost time compensable under the Workman's Compensation Law.
- K. Accumulated sick leave days in the bank shall be limited to a maximum of 30 days per full time teacher in the system for that particular year.

Grievance # _____ School District _____ Distribution of Form

GRIEVANCE REPORT

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

Signature

Date

Step II

A. Date Received by Superintendent or Designee _____

If additional space is needed in reporting Sections B1 & 2 of Step I, attach an additional sheet

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date