8/31/97

MASTER AGREEMENT

BETWEEN THE

EWEN-TROUT CREEK EDUCATION ASSOCIATION

AND THE

EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION

1994-97

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This agreement entered into this <u>18</u> day of <u>January</u>, 1995, 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 September 1, 1994, until August 31, 1997.

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 representatives 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 11 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 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.

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ARTICLE II - FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- A. All teachers, as a condition of continued employment, shall either:
 - 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
 - Cause to be paid to the Association a fee equal to membership dues payable to local MEA, and NEA within ten (10) 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 thirty (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 and any teacher employed under the terms of this contract that the Board has a reasonable right 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 and the Board of Education and the Board of Education and the termination of employment.
- C. Regular dues or the non-member's fee shall be deducted by any of three (3) methods:
 - 1. The entire amount from one 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 paychecks.
- D. Authorization for deductions shall be filed with the Superintendent on or before the tenth (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 in the spring.

- H. Dues deductions shall be transmitted by the Superintendent to the Association Treasurer within ten (10) 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 proven negligence, misfeasance or malfeasance of the Board or its agents.
 - 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. These programs shall be limited to those approved prior to September 1, 1977.

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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 September 1, 1994, through August 31, 1997.
- B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours. Normal teaching hours shall be defined as seven (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, 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 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.
- E. Junior-Senior High teachers will not be scheduled for more than five (5) different class preparations per day. Any class preparations assigned beyond five (5) will be with the consent of the teacher.

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 (40) hour week. With this in mind, the Board will not require a teacher to normally spend more than seven (7) hours per day or thirty-five (35) hours per week on the school premises.
- B. What constitutes a normal school day, normal teaching loads, and normal teaching assignments shall be negotiable matters. An approximation of twenty-five (25) students per class, per teacher shall be the general goal as to maximum class size, keeping in mind the facilities and situation. The Board agrees to make every effort to insure that elementary class sizes are balanced between the Bergland Elementary School and the Trout Creek Elementary School at the beginning of each school year.
- C. The Board recognizes the very high desirability of providing a duty-free uninterrupted lunch period for all teachers, one (1) period per day free of class teaching or study hall supervision for secondary teachers, and a fifteen (15) 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, protective outer garments 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 text, library reference materials, maps, 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 innovation 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 extracurricular 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 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 fifteen (15) days before final action is taken. If such vacancy should occur during the summer months, such notice will be sent by mail to all teachers certified and qualified for the position.
- 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 Schedule C, Sick Leave.
- Absence due to injury or illness incurred in the course of the teacher's employment and covered 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 Worker's Compensation Act for the school year or calendar year, whichever is longest.
- 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, upon written request, be allowed three (3) days of absence without loss of pay per school year. Compensation for days of absence beyond three (3) days shall be at the option of the Board.
 - Acceptable reasons for the 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.
 - Except in the cases of critical emergencies when advance notice may be impossible, a teacher shall give at least a five (5) day warning of such absence.
 - 3. After ten (10) years of experience in the district, a teacher may use one (1) of these personal days without providing the superintendent with a reason for such use.
 - A teacher may accumulate to his/her credit, unused personal days to a maximum of five (5) days.
 - b. Funeral leave shall be allowed to a maximum of five (5) successive days, counting the day of death as the first day, in the event of the death of spouse, child, brother, sister, parent, or parent-in-law. This leave shall be above and beyond personal and sick leave allowances. More days may be granted at the discretion of the superintendent.
 - c. In the event that a teacher is called for jury duty during school hours or is subpoenaed 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.
- 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 and various professional development and training workshops.

- In addition to regular compensation, the participating teacher shall be reimbursed for his/her transportation expenses to the extent of the approved IRS mileage rate as established on Form 2106 for income tax purposes.
- 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.
- A post visitation memorandum report shall be submitted by the teacher upon request to the superintendent or his designated officer.
- 4. 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. Professional leave days shall not be considered as personal leave days and therefore shall not be deducted from the annual personal leave day allowance or accumulation.
- 6. At the beginning of every school year, the Association shall be credited with ten (10) 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 forty-eight (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 (10) days.

B. Non-Compensated Leaves

- 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. Teachers 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 position upon returning.
- 2. A leave of absence up to one (1) year shall be granted without pay for health 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). Qualification for such educational leave demands that the individual be a full-time graduate student.
- 3. Maternity leave shall be granted as requested without pay beginning on a date requested by the individual. Such leave will terminate at the beginning of a pre-determined semester. (Either the 1st or 2nd following the beginning of the leave). A third semester shall be used if requested if the leave of two (2) semesters results in less than a calendar year leave of absence. A maximum of one (1) year of experience on the salary scale will be granted a person upon return from maternity leave, providing the teacher has been on leave for at least a calendar year.

4. Following three (3) years of employment, a leave of absence of one (1) year may be granted without pay to any teacher who makes such a request. After five (5) years in the district, two (2) years of leave will be available. The teacher must notify the Board in writing by May 1 of the year of the leave of absence of his/her return. Failure to give proper notification by this date automatically means that the teacher has resigned from the school district. Requests for an extension must be submitted in writing thirty (30) days prior to the May 1 date. The Board shall then decide if an extension shall be granted.

ARTICLE VII - TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. Evaluation shall be conducted in accordance with the requirements of the Teacher Tenure Act. The purpose of evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties.
- B. Evaluation shall be conducted by a Building Principal or Assistant Principal or other Administrator assigned to this task and will address the employee's overall work performance.
- C. An evaluation cycle shall be defined as: 1.) Monitoring work site performance; 2.) Classroom observation(s); 3.) Post observation conference(s); and 4.) A written evaluation.
- D. All observation or monitoring of the work performance of bargaining unit members shall be conducted openly and with full knowledge of the employee. A classroom observation is defined as a work station visit for at least thirty (30) minutes.
- E. No later than ten (10) workdays after the initial classroom observation in an evaluation cycle, the evaluator shall prepare, present, and review the written evaluation with the bargaining unit member. The evaluation may be based on more than one (1) observation.
- F. Should the evaluation demonstrate that an employee has any area(s) that need(s) improvement, the evaluator shall develop a plan of improvement which:
 - 1. Identifies specifically the area(s) that need(s) improvement.
 - 2. Provides the employee with specific, appropriate recommendations for improvement.
 - Develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.

The teacher shall sign the form to indicate the review conference was held. The signature shall not be interpreted to necessarily mean the employee agrees with the content of the evaluation. At the employee's option a response may be attached.

- G. The evaluation instrument and individual development plan will be jointly developed by a representative of the Administration and a representative of the Association.
- H. Each teacher shall have the right, upon request, to review the contents of his/her 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.
- I. 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/her 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/her duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and 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/her scope of authority as set forth in this Article, the Board shall pay the difference between the amount received from Worker's Compensation and the teacher's daily rate for a period of one-hundred twenty (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 shall 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 measures 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.
 - 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 extracurricular scale.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievances with his/her building principal, either personally or accompanied by his/her Association representative within five (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/she may, within five (5) work days, set forth the grievance 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 (1) 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/her disposition of the grievance in writing within five (5) 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 (5) calendar days of such meeting (or ten (10) 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 (5) 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 (5) calendar days of such meeting (or ten (10) 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 (2) 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 (7) 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 (5) 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. The time limits provided in the 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.
- J. Not withstanding 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 8:00 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 supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher'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 the 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 extend 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 three (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:
 - Hire no new teachers for leaving personnel or retirees provided that a fully qualified, fully certified teacher on the staff can fill the vacant position.
 - Teachers not holding a regular Michigan Provisional, 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 continuous 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,
 - 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 or 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, are not to be considered a break in service. Time spent on laid off status will not count toward continuous service time.
- D. Length of service shall also be defined as the normal portion of the workday assigned to the teacher. This means that a full-time teacher shall receive a full day of seniority credit, while a part-time teacher shall receive only a portion of seniority credit.

Example: A teacher with a full daily schedule = 1 year of seniority. A part-time teacher working 2/7 of a daily load = 2/7 of a year of seniority.

E. Recall: In the event of layoff, the Board will institute a recall procedure which will be in reverse order of the above layoff procedure.

- F. 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.
- G. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract. All benefits allowed therein, including all benefits under this Master Agreement, shall be reinstated in full, upon re-employment.
- H. 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.
- I. The Association shall be provided with a seniority list by the end of October for each new school year. Seniority shall be based upon the length of service at the Ewen-Trout Creek School System and previous Ewen and Trout Creek Districts and as defined in Article XII, Section D, of this contract.
- J. 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 school, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States including, the right to the executive management and administrative control of the school system. The exercise of these powers, rights, authority, duties and responsibilities by the school and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of this agreement.

ARTICLE XIV -SCHOOL CALENDAR

- A. The parties agree that all aspects of the school calendar are negotiable, including the 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 one hundred eighty (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.

ARTICLE XV

School Improvement - Site-Based Decision Making

A. School Improvement Plans (SIP)

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

- B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
- C. Any provision(s) of a SIP or application thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.
- D. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term *SIP*:
 - 1. Participation by the employee is voluntary.
 - Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
- E. Site-Based Decision Making (SBD)

Site-based decision making is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by the SBD committee shall not violate the Agreement. Decisions made by the SBD committee will be approved by the Association and Board prior to implementation of the decisions.

- F. Participation on a SBD committee is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.
- G. SBD committee will be composed of only employees of the Board. Non-employee consultants may be used with the consent of the committee members. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee.
- H. Committee decisions that require a deviation from the agreement will be permitted only after a properly executed Letter of Agreement between the Association and the Board.
- The Association shall have the option to appoint two (2) members to the Site-Based Decision Making Committee in each building.

ARTICLE XVI

PUBLIC SCHOOL ACADEMIES

- A. The District will provide notice to the Association of any formal inquiry regarding a public school academy application made to the District, or an application to an ISD, Community College, or public university of which it has knowledge.
- B. The District agrees to furnish the Association with a copy of any application seeking authorization of a public school academy and all required information concerning the application to authorize a public school academy.

ARTICLE XVII

MENTOR TEACHERS

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
- B. Each teacher 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 peer 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:
 - Participation of bargaining unit members as a Mentor Teacher shall be voluntary and without compensaton.
 - Every effort will be made to match the teacher with a Mentor Teacher who works in the same building.
 - Teachers may be assigned to one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.
- D. The purpose of the Mentor/teacher match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction. The Board and the Association agree the relationship shall be confidenitial and shall not, in any fashion, be a matter included in any evaluation.

ARTICLE XVIII - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 1994, and shall continue in effect for one (1) year until August 31, 1997.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE EWEN-TROUT CREEK EDUCATION ASSOCIATION:

Date:

FOR THE BOARD OF EDUCATION OF THE EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT:

Date:_____

SCHEDULE A - SALARY AGREEMENT

- A. The base pay for a non-degree teacher shall be three thousand dollars (\$3,000.00) less than for a teacher with an academic degree.
- B. One-half (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) one-half (1/2) year of experience will be counted as the next full year.
- C. For the school year covered by this contract, the base pay and increments for professional advancement shall be as follows:

EWEN-TROUT CREEK EDUCATION ASSOCIATION 1994-95 SALARY

Increment>	(735)	(735)	(751)	(751)	(772)
Years Experience	BA	BA+Cert	MA	MA+10	MA+20
1	21,675	22,463	23,963	25,200	26,513
2	22,410	23,198	24,714	25,951	27,285
3	23,145	23,933	25,465	26,702	28,057
4	23,880	24,668	26,216	27,453	28,829
5	24,615	25,403	26,967	28,204	29,601
6		26,138	27,718	28,955	30,373
7		26,873	28,469	29,706	31,145
8		27,608	29,220	30,457	31,917
9		28,343	29,971	31,208	32,689
10		29,078	30,722	31,959	33,461
11		29,813	31,473	32,710	34,233
12		30,548	32,224	33,461	35,005
13		31,283	32,975	34,212	35,777
14		32,018	33,726	34,963	36,549
15		32,753	34,477	35,714	37,321
16		33,488	35,228	36,465	38,093
17		34,223	35,979	37,216	38,865
18		34,958	36,730	37,967	39,637
19		35,693	37,481	38,718	40,409
25		36,900	38,232	39,469	41,181

EWEN-TROUT CREEK EDUCATION ASSOCIATION 1995-96 SALARY

Increment>	(764)	(764)	(781)	(781)	(803)
Years Experience	BA	BA+Cert	MA	MA+10	MA+20
1	22,642	23,462	24,972	26,208	27,574
2	23,406	24,226	25,753	26,989	28,377
3	24,170	24,990	26,534	27,770	29,180
4	24,934	25,754	27,315	28,551	29,983
5	25,698	26,518	28,096	29,332	30,786
6		27,282	28,877	30,113	31,589
7		28,046	29,658	30,894	32,392
8		28,810	30,439	31,675	33,195
9		29,574	31,220	32,456	33,998
10		30,338	32,001	33,237	34,801
11		31,102	32,782	34,018	35,604
12		31,866	33,563	34,799	36,407
13		32,630	34,344	35,580	37,210
14		33,394	35,125	36,361	38,013
15		34,158	35,906	37,142	38,816
16		34,922	36,687	37,923	39,619
17		35,686	37,468	38,704	40,422
18		36,450	38,249	39,485	41,225
19		37,214	39,030	40,266	42,028
25		38,476	39,811	41,047	42,831

EWEN-TROUT CREEK EDUCATION ASSOCIATION 1996-97 SALARY

Increment>	(787)	(787)	(804)	(804)	(827)
Years Experience	BA	BA+Cert	MA	MA+10	MA+20
1	23,346	24,191	25,746	26,994	28,401
2	24,133	24,978	26,550	27,798	29,228
3	24,920	25,765	27,354	28,602	30,055
4	25,707	26,552	28,158	29,406	30,882
5	26,494	27,339	28,962	30,210	31,709
6		28,126	29,766	31,014	32,536
7		28,913	30,570	31,818	33,363
8		29,700	31,374	32,622	34,190
9		30,487	32,178	33,426	35,017
10		31,274	32,982	34,230	35,844
11		32,061	33,786	35,034	36,671
12		32,848	34,590	35,838	37,498
13		33,635	35,394	36,642	38,325
14		34,422	36,198	37,446	39,152
15		35,209	37,002	38,250	39,979
16		35,996	37,806	39,054	40,806
17		36,783	38,610	39,858	41,633
18		37,570	39,414	40,662	42,460
19		38,357	40,218	41,466	43,287
25		39,655	41,022	42,270	44,114

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SCHEDULE B - EXTRA DUTY

Percentage payments for Schedule B will be calculated on the base pay of the BA Plus Certification column of Schedule A.

ITEM (For items not listed, see Article III, Section B)	Percent of BA+Cert. Track Base as listed on Schedule A
DEBATE	
FORENSICS	
3 PLAYS	
BASKETBALL, VARSITY (Boys & Girls)	
BASKETBALL, JUNIOR VARSITY (Boys & Girls)	
BASKETBALL, JUNIOR HIGH (Boys & Girls) *	
BASKETBALL, 9th GRADE (Boys)	
WRESTLING (Boys)	
TRACK (Boys & Girls)	
FOOTBALL, HEAD COACH (Boys)	
FOOTBALL, ASSISTANT COACH (Boys)	
FOOTBALL, JUNIOR VARSITY COACH	\$1700 (Paid by
White Pine)	
FOOTBALL, JUNIOR HIGH (Boys)	
SUMMER BASEBALL (Boys)	
CHEERLEADER ADVISOR (High School)	
CHEERLEADER ADVISOR (Junior High)	
JUNIOR HIGH TRACK (Boys & Girls)	
CROSS COUNTRY (Boys)	
VOLLEYBALL (High School Girls)	
6th GRADE CAMP COUNSELORS	

* Jr. High Boys' and Girls' Basketball will be raised to 4% for 1994-95, 5% for 1995-96, 6% for 1996-97, 7% for 1997-98.

- Teacher certified coaches paid on the BA+Cert Base

- Non-teacher certified coaches paid on the BA Base

- Jerry Leaf (grandfathered) paid for Assistant Football and JV Boys' Basketball on MA base

Coaches being paid on percentage of individual track base for 1990-91 year will remain on that track as long as they remain in that coaching position.

Counselor: The high school counselor will receive 2-1/2 days pay at his/her per diem salary for summer (out of school) counseling.

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

Band Director: 5% of the band director's salary track base shall be paid for extra duties

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

Lateral or downward movement in a Schedule B activity will allow experience to be counted for increment purposes. Example 1: Varsity Boys Basketball Coach moves to JV Girls Basketball, experience counts. Example 2: JV Girls Basketball Coach moves to JV Boys Basketball, experience counts. Example 3: JV Boys Basketball Coach moves to Varsity Boys or Girls Coach, experience does not count. This provision applies only to movement within a given sport.

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

Professional Advancement: A certified teacher, by provisional or permanent or 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 payment is to be made upon return to the district in September for credits earned during the previous school year.

Upon becoming eligible for movement from one track to another, the teacher shall notify the administration in writing with appropriate documentation for placement on a new track. If this eligibility occurs during the school year, such new placement will be made at the beginning of the next semester, with new salary beginning upon such placement. Hospitalization: 100% of either Blue Cross or MESSA Super Care 1 group hospitalization insurance will be fully paid by the Board for all full-time teachers, dependents included (children only until 22nd birthday). The Board shall pay the deductible. Any employee who chooses not be covered by the provided hospitalization plan may apply \$50 per month toward MESSA options or toward an annuity of his/her choice.

Life Insurance: The Board shall provide without cost to the teacher, \$15,000 of Term Life Insurance, with AD&D with MESSA being the carrier.

Dental Insurance: The Board agrees to provide each teacher with family coverage under MESSA, Delta Dental Plan A, effective October 1, 1994 through October 1, 1997, at no cost to the individual. Included in this plan will be Orthodontic Rider 06 and includes the following benefits:

SELECTED PERCENTAGE:

Class I Benefits: 100% (Preventive, Diagnostic, and Emergency Palliative)

Class 1 Benefits: 75% (Balance of Class Benefits including Radiographs)

Class II Benefits: 75%

Class III Benefits: 75%

MAXIMUM CONTRACT BENEFIT PER PERSON:

\$1,000 per person total per contract year for Class I and Class II Benefits. Delta's payment for Class III Benefits shall not exceed a lifetime maximum of \$1,200 per eligible person.

Vision Care: The Board will provide MESSA VSP-3 Vision Plan for all members of the bargaining unit and their dependents.

Pay Period: Ten (10) or twelve (12) month basis payable every other Friday or on the last day of the school week beginning the second week of the school year.

Extra Duty: For extra duty for all extra events scheduled by the principal, participating teachers will be paid at the rate of \$6.00 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.

Extra Compensation For Extra Teaching Load: A teacher who is asked to teach an additional class beyond the normal teaching load, will, if he agrees to, be compensated at a rate \$2,500.00 for each additional class taught.

Teachers asked to *cover* a class for another teacher during a preparation period, if he agrees to, will be compensated at a rate of 1/7 of the base pay of Schedule A per day.

These rates are compensated on a teacher contract year of one hundred ninety (190) days.

SCHEDULE C - SICK LEAVE

- A. Each teacher will be credited with ten (10) days sick leave per year.
- B. Unused days will accumulate to a maximum of one hundred fifty (150) days.
- C. A severance pay of \$15 per unused day of sick leave will be paid to the teacher upon departure from the district.

SCHEDULE D - EARLY RETIREMENT INCENTIVE

- A. Full-time teachers must meet requirements for retirement as established by the Michigan Public School Employees Retirement System.
- B. Persons retiring due to medical disability qualifying them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible for benefits under this plan.
- C. Employees electing to retire under this article shall have a minimum of ten (10) years service with Ewen-Trout Creek Schools and shall provide written notification to the District on or before March 1 of the school year in which they will retire.
- D. Qualifying employees must retire at the start of one (1) of the first two (2) years following eligibility under the MPSERS MIP or Basic Plan. A one-time exception to this requirement shall be granted to all employees who are presently eligible or become eligible at the end of the 1993-94 school year. In any such case, 1995-96 shall be considered as their first year of eligibility to retire. However, they may opt to retire at the beginning of the 1994-95 school year and receive all benefits provided herein.
- E. Purchased service credit shall not be used to determine eligibility unless done so at the option of the teacher.
- F. Payment shall be over three (3) years and deferred to January each year. An exception would be where the first year's stipend was used to purchase service credit. In such case, payment would be on July 1st following retirement.

	Jan 1st Year	Jan 2nd Year	Jan 3rd Year
1st Year Eligibility	\$5,000	\$4,000	\$4,000
2nd Year Eligibility	\$3,500	\$3,500	\$3,500

- G. In the event of death of the employee after said employee has retired, any unpaid sums provided for in Section 6 above shall be paid to the employee's designated beneficiary.
- H. Employees terminated for cause or not possessing a valid teaching certificate would not be eligible for the ERI.
- At the Board's option, the Board may offer teachers retired from the District one-half time teaching employment. These teachers would receive no fringe benefits, no seniority, and a maximum annual salary allowable, which would not reduce the retirees benefits and allowance from the MPSERS.
- J. Teachers who were employees of the Bergland School District and who were hired by the Ewen-Trout Creek School District at the time of annexation may count the years of service with the Bergland District toward the years of service with Ewen-Trout Creek School District for eligibility for the Early Retirement Incentive Plan as well as for pay for the years of service under the plan.

K. It is understood that the retiree shall be a member of the Ewen-Trout Creek EA. The maximum allowable retirees employed under this section shall be no more than five (5) at any one time.

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EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT 1994-95 CALENDAR

August 25, 1994	1st day of school	August	5 days
September 5	Labor Day (no school)	September	21 days
		October	21 days
November 15 & 16	Deer Season (no school)		
November 24 & 25	Thanksgiving (no school)	November	18 days
December 20	Dismiss for Christmas	December	14 days
January 3	Return to Classes	January	21 days
February 20	President's Day	February	19 days
		March	23 days
April 14	Dismiss for Spring Break		
April 24	Return to Classes	April	15 days
May 29	Memorial Day	May	22 days
June 2, 1995	Commencement & last day of school	June	2 days
			181 session days

181 session days

7 paid holidays Labor Day, 2 @ Thanksgiving, Christmas, New Years, Easter Monday, Memorial Day

188 Contract Days

Note: Any excess Act of God days will be made up by shortening the Spring Break, beginning with April 21, then April 20, etc.

LETTER OF UNDERSTANDING BETWEEN THE EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION AND THE

EWEN-TROUT CREEK EDUCATION ASSOCIATION

The Board and Association recognize that problems arise when mainstreaming students from special education programs and agree to establish a committee made of two (2) members of the Board or their designees and two (2) members of the Association to study the situation during the first semester and shall make any recommendations to both the Board and Association for potential action before the second semester.

Any recommendations of the committee shall not be put into effect unless ratified by both parties.

FOR THE EWEN-TROUT CREEK BOARD OF EDUCATION:

FOR THE EWEN-TROUT CREEK EDUCATION ASSOCIATION:

16/95 Date:

Date:

Grievance #____

EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT GRIEVANCE REPORT

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
	s	STEP 1	
Date Cause of Grie			
. 1. Statement of Gr	rievance		
2. Relief Sought_			
		an a	
; 			
		Signature	Date
. Disposition by Prine	cipal		
			4
		Signature	Date
. Position of Grievant	t and/or Association		
-	T		
24		Signature	Date

Disposition of Superintendent or Designee		
	Cianatum	Det
	Signature	Date
Position of Grievant and/or Association		
	Signature	Date
STEP 3		
Date Received by Board of Education or Designee		
Disposition by Board		
	Signature	Date
Position of Grievant and/or Association	Signature	
Position of Grievant and/or Association	175	
Position of Grievant and/or Association	175	
Position of Grievant and/or Association	175	
Position of Grievant and/or Association	175	
Position of Grievant and/or Association		
Position of Grievant and/or Association		
Data Submitted to Arbitration	Signature	
STEP 4 Date Submitted to Arbitration	Signature	
STEP 4	Signature	
STEP 4 Date Submitted to Arbitration	Signature	
STEP 4 Date Submitted to Arbitration	Signature	
STEP 4 Date Submitted to Arbitration	Signature	