

MASTER AGREEMENT

BETWEEN THE

*EWEN-TROUT CREEK
EDUCATION ASSOCIATION*

AND THE

*EWEN-TROUT CREEK CONSOLIDATED
SCHOOL DISTRICT
BOARD OF EDUCATION*

2007-2009

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This agreement entered into this 29th day of August, 2007, 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 July 1, 2007, until June 30, 2009.

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.
- F. The Association and its members shall have the privilege of the use 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 proposals 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 legally permissible fee not to exceed membership dues payable to the 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 he must pay the service fee directly to the Association or authorize payment through payroll deduction. In the event the teacher does not pay the service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association under the procedures provided below.
- 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 assume 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.
 - 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 this Article and any judgment, damages, or costs 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, 2003.

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 July 1, 2007, through June 30, 2009.
- 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. 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.
- E. **Professional Advancement:**

The following paragraph applies to any bargaining unit member employed during the 2004-2005 school year: 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 had 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.

The following paragraph applies to any new bargaining unit member employed to teach during the 2005-2006 school year or later: A certified teacher employed under a provisional certificate shall (upon satisfactory proof) be reimbursed for up to eighteen (18) 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. Upon becoming eligible for Professional certificate, this initial benefit terminates. Once the teacher has received their Professional certificate, they shall (upon satisfactory proof) be reimbursed for up to six (6) semester hours of graduate value every five (5) years 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.

- F. **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.
- G. **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 of \$2,500 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.

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. For grades 7-12, the hours shall include a maximum of thirty (30) student contact periods per week, five (5) unassigned preparation periods per normal week, and a duty-free lunch of not less than thirty (30) minutes each day. Each elementary teacher shall be given five (5) preparation periods per normal week. In the event of cancellation of Art, Band, Gym, etc., an aide will be assigned whenever possible. There may be "emergency" situations, however, where assignments are impossible.
- 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.
- 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. In no event shall changes in courses/subjects being taught be made later than the fifteenth day of August preceding the commencement of the school year unless an emergency situation requires the same. The Association and Administration will jointly decide if an emergency situation exists.
- F. The Board shall furnish, when requested and without charge, protective outer garments as recognized by the Board, for all physical education, living skills, industrial education, and science teachers, and shall provide, without charge, laundering service therefore.
- G. The Board recognizes that appropriate texts, 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. All teaching and administrative vacancies shall be posted for a minimum of ten (10) workdays. Interested teachers may apply in writing to the Superintendent within the posting period. 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. When the qualifications and certification are equal, the vacancy shall be filled by the teacher with the greatest seniority.
- 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.
- D. When any extra duty (Schedule B) position becomes vacant, said position shall be posted within the bargaining unit. Where a qualified bargaining unit member applies, he/she shall be appointed to the position.

ARTICLE VI - LEAVES OF ABSENCE

A. Compensated Leaves

1. Sick leaves with compensation shall be according to **Schedule C, Sick Leave**.
2. 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 out of the teacher's accumulated sick leave.
3. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, or head lice shall be paid and shall not be charged with loss of personal sick leave.
4. Compensated leave of absence for reasons other than illness:
 - a. Each teacher shall 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. 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) 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.
 1. 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.
 2. 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.
 3. 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

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. Teachers on military leave shall be 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 workstation 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.
 - 3. 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. No action shall be taken upon any complaint by a parent or student directed toward a teacher, nor shall notice thereof be included in said teacher's personnel file until such matter is reported to the teacher concerned. All complaints will be brought to the attention of the teacher, in writing, within five (5) workdays of said complaint being filed.
- D. 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.
- E. 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.
 - 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 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) work days of such meeting (or ten (10) work days from the date of filing with the Superintendent, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) 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) work 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 by written notice to that effect from the Association to the Board within seven (7) calendar days. The arbitrator 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. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder 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 7:00 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. However, this provision does not in any way limit the Board from taking disciplinary action.
- 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 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 three (3) weeks of ratification.

ARTICLE XII - STAFF REDUCTION

- A. In the event the Board determines 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 certified teacher on the staff can fill the vacant position.
 2. 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,
 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 or grade level (elementary) on a regular basis.
- C. Length of service (i.e., the number of continuous years of teaching) is defined as unbroken service in the Ewen-Trout Creek School System. Leaves of absence of less than one year, 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 (i.e., number of continuous years of teaching) 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. Bargaining unit members subject to layoff shall have recall rights equivalent to the number of years of teaching experience with Ewen-Trout Creek Consolidated School District up to a maximum of five (5) years. Teachers subject to layoff with less than one (1) year experience shall have recall rights for one (1) year from date of layoff. 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.

Such rights shall include by way of illustration, and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations.
2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer, and layoff, and determine the size of the work force.
4. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for the use and operation.
5. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE XIV - SCHOOL CALENDAR

- A. The parties agree that all aspects of the school calendar are negotiable (except for the starting day of the school year), including the length of the school year. Any deviation shall be by mutual consent. The negotiated calendar shall be attached to this Agreement as an appendix.
- B. In-service days shall be included in the school 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, negotiations will continue 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 Section 1277 of the School Code.

- 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.
 2. 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.
- I. 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:
 - 1. Participation of bargaining unit members as a Mentor Teacher shall be voluntary.
 - 2. Every effort will be made to match the teacher with a Mentor Teacher who works in the same building.
 - 3. 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 confidential and shall not, in any fashion, be a matter included in any evaluation.
- E. Compensation for serving as a mentor teacher will be one (1) compensation day per teacher mentored.

ARTICLE XVIII - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2007, and shall continue in effect for two (2) years until June 30, 2009.
- 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. One-half (½) 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 (½) year of experience will be counted as the next full year.
- B. For the school year covered by this contract, the base pay and increments for professional advancement shall be as follows:
- C. **Retirement Contribution:** The contribution to the Michigan Public School Employee's Retirement Fund will be paid by the School District.

**EWEN-TROUT CREEK EDUCATION ASSOCIATION
2007-2008**

STEP	BA	BA+Cert	MA	MA+10	MA+20
1	30,064	31,115	33,074	34,631	36,413
2	31,043	32,156	34,139	35,696	37,509
3	32,023	33,197	35,204	36,761	38,605
4	33,003	34,238	36,269	37,826	39,701
5	33,983	35,279	37,334	38,891	40,797
6		36,320	38,399	39,956	41,893
7		37,361	39,464	41,021	42,989
8		38,402	40,529	42,086	44,085
9		39,443	41,594	43,151	45,181
10		40,484	42,659	44,216	46,277
11		41,525	43,724	45,281	47,373
12		42,566	44,789	46,346	48,469
13		43,607	45,854	47,411	49,565
14		44,648	46,919	48,476	50,661
15		45,689	47,984	49,541	51,757
16		46,730	49,049	50,606	52,853
17		47,772	50,120	51,676	53,952
23		50,127	51,849	53,425	55,765

In 2007-08, the teachers will not receive a step on the salary schedule. The above schedule reflects a 0% increase. Step 18 was removed and all steps above step 18 were adjusted. Step 24 becomes step 23.

**EWEN-TROUT CREEK EDUCATION ASSOCIATION
2008-2009**

STEP	BA	BA+Cert	MA	MA+10	MA+20
1	30,064	31,115	33,074	34,631	36,413
2	31,043	32,225	34,210	35,767	37,582
3	32,023	33,335	35,346	36,903	38,751
4	33,003	34,445	36,482	38,039	39,920
5	33,983	35,555	37,618	39,175	41,089
6		36,665	38,754	40,311	42,258
7		37,775	39,890	41,447	43,427
8		38,885	41,026	42,583	44,596
9		39,995	42,162	43,719	45,765
10		41,105	43,298	44,855	46,934
11		42,215	44,434	45,991	48,103
12		43,325	45,570	47,127	49,272
13		44,435	46,706	48,263	50,441
14		45,545	47,842	49,399	51,610
15		46,655	48,978	50,535	52,779
16		47,772	50,120	51,676	53,952
22		50,127	51,849	53,425	55,765
26		52,482	53,578	55,174	57,578

In 2008-09, the teachers will receive a full step on the salary schedule. The above schedule reflects a 0% increase. Step 17 was removed and all steps above step 17 were adjusted. Step 23 becomes step 22, and a new longevity step 26 was added.

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	Percent of BA+Cert. Track Base as listed on Schedule A
(For items not listed, see Article III, Section B)	
BASKETBALL, VARSITY (Boys & Girls).....	11% each
BASKETBALL, JUNIOR VARSITY (Boys & Girls)	8% each
BASKETBALL, JUNIOR HIGH (Boys & Girls)	7% each
BASKETBALL, 9th GRADE (Boys).....	6%
TRACK (Boys & Girls)	8% each
FOOTBALL, HEAD COACH (Boys).....	11%
FOOTBALL, ASSISTANT COACH (Boys).....	8%
FOOTBALL, JUNIOR VARSITY COACH.....	8%
SUMMER BASEBALL (Boys).....	8%
CHEERLEADER ADVISOR (High School).....	4%
CHEERLEADER ADVISOR (Junior High).....	2%
CLASS ADVISORS:	
• Junior and Senior class advisors shall receive two (2) compensatory days each.	
• Freshman and Sophomore class advisors shall receive one (1) compensatory day each.	
• 7 th Grade and 8 th Grade class advisors shall receive one-half (½) compensatory day each.	
JUNIOR HIGH TRACK (Boys & Girls)	2% each
VOLLEYBALL (High School Girls).....	10%
6th GRADE CAMP COUNSELORS.....	\$600
QUIZ BOWL.....	\$450 plus \$25 per additional week
DISTANCE LEARNING (per period, per semester)	\$594

- Teacher certified coaches paid on the BA+Cert Base
- Non-teacher certified coaches paid on the BA Base and they will be paid as independent contractors

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.

A 10% increment will be included on these payments for every year of experience up to a maximum of five (5) years. (Schedule B) If a bargaining unit member voluntarily terminates his/her employment in a Schedule B position and then returns to the same position at a later date, they may receive some experience credit at the discretion of the administration.

Driver Education \$21.00/hour for 2007-09

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.

Extra Duty: For extra duty for all extra events scheduled by the principal, participating teachers will be paid at the rate of \$8.50 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

- A. Each teacher will be credited with ten (10) days sick leave at the beginning of each year. For the purpose of sick leave, said days will accumulate with no limit. The days may be used for the personal illness of the teacher or the illness of a member of the teacher's immediate family. The days may also be used for doctor and dental appointments for the teacher or members of his/her immediate family that cannot be scheduled outside the normal workday.

For purposes of this section, immediate family shall be defined as spouse, child, parent, or parent-in-law of the teacher.

- B. Upon completion of five (5) years service to the Ewen-Trout Creek School District, teachers shall receive, upon departure from the district, severance pay of thirty dollars (\$30) per unused day of sick leave up to a maximum of 170 days. In the event of the teacher's death, said sum shall be paid to the teacher's designated beneficiary.
- C. Sick Leave Bank: A sick leave bank will be established by bargaining unit members from their accumulation of sick leave days. The sick leave pool shall not exceed an accumulation of one hundred fifty (150) days. The pool shall be created by a one (1) day per year contribution per member until the maximum accumulation is reached. Bargaining unit members who retire and have accumulated more than 170 days may, at their option, donate to the bank any days over 170 remaining at the end of the contract year. The bank will be replenished with one (1) day per year from each bargaining unit member when the number of days falls below one hundred (100).

The purpose of sick leave bank benefits is to provide compensable leave coverage to bargaining unit members who are absent due to extended disability because of personal illness or injury. Teachers that have exhausted their sick leave days and personal days may petition this committee for additional sick leave days from the bank provided there are sufficient days remaining in the bank.

A committee made up of two (2) bargaining unit members and the Superintendent or his/her designee will administer the sick leave bank. The Association shall maintain all paper work and record keeping associated with the sick leave bank and will take responsibility to reconcile these records with the district's business office on a regular basis. Decisions made by the sick leave bank committee are not subject to the grievance procedure.

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 April 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 for full retirement under the MPSERS MIP or Basic Plan.
- 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. All payments will be made directly into the employee's 403B plan.

	Jan. - 1st Year	Jan. - 2nd Year	Jan. - 3rd Year
1st Year Eligibility	\$6,500	\$6,500	\$6,500
2nd Year Eligibility	\$5,500	\$5,500	\$5,500

- G. In the event of death of the employee after said employee has retired, any unpaid sums provided for in Section F 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.
- I. 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 or on recall status after hired by the Ewen-Trout Creek School District 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 Education Association bargaining unit.

SCHEDULE E
INSURANCE

Hospitalization: Effective September 1, 2005 the group hospitalization insurance shall change to MESSA Choices II. Coverage shall be for a full twelve (12) months, from September through August. Any employee who chooses not be covered by the provided hospitalization plan may apply \$75 per month toward MESSA options or toward an annuity of his/her choice.

The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis.

For those bargaining unit members opting to participate, the District shall offer the option of receiving cash in lieu of benefits or of utilizing a salary reduction plan to maintain a tax-deferred status.

The cash value of the option in lieu of health insurance shall be limited to \$75 per month.

The Board agrees to provide prorated insurance benefits for part-time teachers, including cash-in-lieu of health insurance benefits to part-time staff.

At the Board's sole option, insurance benefits may be purchased through a MESSA PAK plan.

Effective September 1, 2007, employees will be responsible for a \$25 per month (single coverage) or \$50 per month (couple or family coverage) co-payment of insurance premiums.

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, 2007 through October 1, 2009, 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.

**EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT
2007-08 CALENDAR**

August 28, 29 & 30	Teacher in-service days	August	3 days
Aug. 31 & Sept. 3	Labor Day Weekend		
September 4	First day of school for students	September	19 days
October 12	No school (Teacher in-service day)	October	23 days
November 2	End of 1 st marking period		
November 9	No school (Day after conferences)		
November 15 & 16	No school (Deer season)		
November 22 & 23	No school (Thanksgiving)	November	17 days
December 21	Last day of classes before Christmas	December	15 days
January 7	Classes resume		
January 18	End of 1 st semester		
January 21	No school (Semester break)	January	18 days
February 15	No school (Teacher in-service day)		
February 18	No school (President's Day)	February	20 days
March 14	End of 3 rd marking period		
March 21 & 24	No school (Easter break)	March	19 days
April 4 – 11	No school (Spring break)		
April 14	Classes resume	April	16 days
May 26	No school (Memorial Day)		
May 30	Last day of school	May	21 days
		Total	171 days

Calendar includes: 168 student days
 171 teacher days

**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.

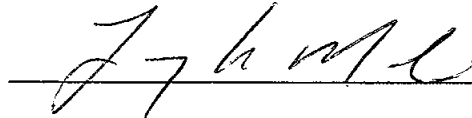
Any recommendations of the committee shall not be put into effect unless ratified by both parties.

FOR THE EWEN-TROUT CREEK
BOARD OF EDUCATION:



Date: 10/24/07

FOR THE EWEN-TROUT CREEK
EDUCATION ASSOCIATION:



Date: 10/24/07

Grievance # _____

**EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT
GRIEVANCE REPORT**

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP 2

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP 3

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 4

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature

Date