

MASTER AGREEMENT

BETWEEN THE

*EWEN-TROUT CREEK
EDUCATION ASSOCIATION*

AND THE

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

2019-2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
PREAMBLE	3
ARTICLE I - RECOGNITION.....	4
ARTICLE II - FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS.....	5
ARTICLE III - PROFESSIONAL COMPENSATION	6
ARTICLE IV - CONDITIONS OF EMPLOYMENT.....	8
ARTICLE V - VACANCIES.....	9
ARTICLE VI - LEAVES OF ABSENCE	10
ARTICLE VII - PROTECTION OF TEACHERS	12
ARTICLE VIII - NEGOTIATION PROCEDURES	13
ARTICLE IX - PROFESSIONAL GRIEVANCE PROCEDURE.....	14
ARTICLE X - MISCELLANEOUS	16
ARTICLE XI - MANAGEMENT RIGHTS.....	17
ARTICLE XII - SCHOOL CALENDAR	18
ARTICLE XIII - SCHOOL IMPROVEMENT	19
ARTICLE XIV - PUBLIC SCHOOL ACADEMIES	20
ARTICLE XV - MENTOR TEACHERS	21
ARTICLE XVI - DURATION OF AGREEMENT.....	22
SCHEDULE A - SALARY SCHEDULE	23
SCHEDULE B - EXTRA DUTY.....	25
SCHEDULE C - SICK LEAVE.....	27
SCHEDULE D - EARLY RETIREMENT INCENTIVE.....	28
SCHEDULE E - INSURANCE.....	29
GRIEVANCE REPORT FORM.....	32

This agreement entered into this 26th day of June, 2019 , 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, 2019 until June 30, 2022.

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of the 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 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. The Board is the sole governing body for the schools within its jurisdiction. Its powers and authority derive from laws of the State of Michigan. Its members are elected representatives of the people of the 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 the Michigan Public Employment Relations Act, as amended, 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 in this Agreement 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/she may have under the Michigan Revised School Code. An alleged violation of Michigan or Federal statutory or regulatory law (including constitutional provision) is not subject to the grievance process. Instead the alleged violation may be processed through appropriate agency or judicial enforcement of the law (s) in question.
- 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 will furnish to the negotiations 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 reasonable requests.

ARTICLE II - FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- A. 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 July 1, 2019 June 30, 2021.
- B. The salary schedule is based on 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. Professional Advancement:

The following paragraph applies to any bargaining unit member employed by the District 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 (1/2) the cost of tuition which the teacher has paid and 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, the teacher 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 (1/2) the cost of tuition which the teacher has paid and has not, nor will not, be reimbursed from any other source. This payment is to be made upon the teachers 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.

- E. **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.

F. **Extra Compensation for Extra Teaching Load:** A teacher who is asked to teach an additional class beyond the normal teaching load, will, if the teacher agrees to, be compensated at a rate of \$2,500 for each additional class taught. No full-time teacher will be asked to take a teaching overload if there are qualified part-time teachers available. Teachers asked to cover a class for another teacher during a preparation period, if the teacher 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 based upon the number of student contact days in the school calendar plus any mandatory in-service days.

G. If an elementary teacher is required to teach a split grade class, he/she will be compensated at the rate of \$2,500 per year.

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 and normal teaching loads, 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. 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 these garments.
- E. 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.
- F. 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.
- G. 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.
- H. Telephone facilities shall be made available to teachers for their reasonable use. Tolls for personal calls will be the responsibility of the individual.

ARTICLE V - VACANCIES

- A. The Association supports the concept that the District hire the most qualified applicant for an extra duty position. However, should a qualified bargaining unit member apply, the bargaining unit member shall be given preference for 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 the 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. If 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/her 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 designee. 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 designee.
 4. If 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 all teachers for official Association business, such use to be at the discretion of the Association. The Association will 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. 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 to better the teacher in his/her profession (or acquire vocational certification). Qualification for such educational leave demands that the individual be a full-time graduate student.
2. 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, provided that the teacher has been on leave for at least one (1) calendar year.
3. Following three (3) years of employment, with the district, 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 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.
4. In an event that a teacher, with a minimum of five years of experience, has used all of their personal and comp days, the teacher may request additional days. The days may be granted at the discretion of the Superintendent/Designee. Staff must submit a request at least one week prior to the requested day (s). These days may not be used within the first or last two weeks of school. The teacher will be deducted, cost of the sub, from their next pay period. The Superintendent/Designee will have the discretion of how many staff are granted these days on any given day.

ARTICLE VII - 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 as to such assault and with handling of the incident by law enforcing and judicial authority. The teacher will grant subrogation claims to the Board for compensation under the Teacher's MEA liability protection.
- C. Personnel files will be subject to the Bullard-Plawecki "Employee Right-to-Know Act" with notification made to the employee of non-disciplinary entries to the file.
- D. Each teacher shall have the right, upon request, to review the contents fo 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 accompany the teacher in such review.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of students 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. 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, unless these matters involve a prohibited or illegal bargaining subject. 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. 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 designee.
- 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 designee who shall meet with the Association on the grievance and 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.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or 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 is 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 is 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 will be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

- 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 contact, before 7:00 a.m. to report unavailability, and it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall be 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 before general publication.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. This Agreement also supersedes any contrary or inconsistent terms contained in any individual teacher's contract which shall be made expressly subject to the terms of this Agreement.
- D. If any provision of the Agreement or any application thereof to any employee or group of employees or the Board is 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.
- E. Copies of this Agreement shall be emailed to all teachers employed or hereafter employed by the Board within three (3) weeks of ratification.
- F. The Association shall be provided with a seniority list by the end of October for each new school year. Seniority shall be based on the length of service at the Ewen-Trout Creek School System and previous Ewen and Trout Creek Districts.

ARTICLE XII - MANAGEMENT RIGHTS

A. The school, on its own behalf and on behalf of the electors of the district, hereby retains 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 XIII - SCHOOL CALENDAR

- A. The District and the Association will collaborate on all aspects of the school calendar (except for the starting day of the school year, the amount of student contact time to receive state school aid and the winter and spring break periods), including the length of the school year. Any deviation shall be by mutual consent.
- 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.
- E. Teachers are required to work the State's minimum number of student contact days, plus two (2) additional days, exception school closure due to act of God.

ARTICLE XIV

School Improvement

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. Teachers are required as part of their professional responsibilities to participate in the School Improvement Planning. Participation on the School Improvement Committee shall be voluntary.

ARTICLE XV

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 will 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 XVI
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. 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.

ARTICLE XVII - DURATION OF AGREEMENT

- A. This Agreement shall be effective as July 1, 2019 shall continue in effect until June 30, 2021.
- 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:

Mary Jo Nord

Date: 6/24/19

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

John A. Roberts

Date: 6 26 19

SCHEDULE A - SALARY AGREEMENT

- A. One-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) year of experience will be counted as the next full year.

- B. A \$500 salary enhancement for National Board Certified Teachers will be added to the salary schedule. Teachers can use \$1250 from the tuition reimbursement fund to cover associated costs of attaining NBCT status. Once awarded, the \$500 is a permanent part of the teacher's salary.

- C. A \$450 salary enhancement will be added to the salary schedule for individuals who research and use an innovative practice throughout the year in their classroom. A proposal form will be completed and submitted to the school improvement committee for approval. Individuals can apply annually for the enhancement. The enhancement will be paid as a lump-sum on the last check. Ninety seven dollars (\$97) per day. Ninety seven dollars (\$97) per day. Ninety seven dollars (\$97) per day in June.

- D. Longevity incentive: Individuals who attain 19 years of continuous service with the Ewen-Trout Creek School District as of July 1, 2017 will be eligible for a longevity payment of \$200 annually added to their salary for a period of six years of service for a maximum of \$1,200. The payments will begin at the start of the 19th year of service and conclude with the end of the 24th year of service. Individuals who retire at semester would receive half of the incentive for that year. The longevity incentive is not retroactive. Individuals who are currently employed by the district and have experience at or beyond 25 years will receive a one time addition of \$500 to their salary that will remain as a permanent increase.

The following table will apply for 2019-20: For the contract year 2020-21 and 2021-22 negotiations will be reopened for the purposes of wages and insurance upon a request to negotiate from either the Association or District. * Or twenty five (25)scheches equals one (1) credit.

SCHEDULE A

July 1, 2019 – June 30, 2022

Step	BA	BA+15 (Cert)	MA BA+45*	MA+10 BA+55	MA+20
1	32,780	34,028	36,124	37,768	39,684
2	33,815	35,201	37,324	38,968	40,920
3	34,849	36,372	38,524	40,168	42,154
4	35,885	37,545	39,724	41,368	43,388
5		38,716	40,923	42,498	44,623
6		39,889	42,123	43,766	45,857
7		42,233	43,323	44,966	47,093
8		43,406	44,522	46,167	48,327
9		44,577	45,720	47,366	49,561
10		45,751	46,920	48,565	50,795
11		46,921	48,120	49,764	52,029
12		48,094	49,320	50,964	53,264
13		49,266	50,519	52,164	54,499
14		50,446	51,718	53,362	56,972
15		52,932	54,751	55,092	58,886
16		55,419	56,576	58,262	60,801
17		55,506	57,155	58,828	61,348
18				59,828	62,348

SCHEDULE B - EXTRA DUTY

ITEM

(For items not listed, see
Article III, Section B)

BASKETBALL, VARSITY (Boys & Girls)	\$4000
BASKETBALL, JUNIOR VARSITY (Boys & Girls)	\$2600
BASKETBALL, JUNIOR HIGH (Boys & Girls)	\$2200
BASKETBALL, 9th GRADE (Boys)	\$1950
TRACK (Boys & Girls).....	\$2800
FOOTBALL, HEAD COACH (Boys)	\$4000
FOOTBALL, ASSISTANT COACH (Boys)	\$2600
FOOTBALL, JUNIOR VARSITY COACH.....	\$2200
SUMMER BASEBALL (Boys).....	\$2500
CHEERLEADER ADVISOR (High School).....	\$1200
CHEERLEADER ADVISOR (Junior High)	\$600
CLASS ADVISORS:	
<ul style="list-style-type: none"> • Junior and Senior class advisors shall receive two (2) compensatory days each or \$250 • Freshman and Sophomore class advisors shall receive one (1) compensatory day each or \$125 • 7th Grade and 8th Grade class advisors shall receive one-half (½) compensatory day each or \$125 	
JUNIOR HIGH TRACK (Boys & Girls).....	\$720
VOLLEYBALL (High School Girls)	\$4000
Volleyball (Junior Varsity).....	\$2200
VOLLEYBALL (Junior High)	\$600
GOLF	\$850
6th GRADE CAMP COUNSELORS	\$600
QUIZ BOWL	\$450 plus \$25 per additional week
DISTANCE LEARNING (per period, per semester).....	\$700
BAND	\$1800
Driver Education	\$21.00/hour

If a coach does both varsity and junior varsity in the same gender sport, the coach will receive the varsity stipend plus one half (1/2) of the junior varsity stipend.

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

Extra Duty: For extra duty for all extra events scheduled by the principal, participating teachers will be paid at the rate of \$8.90 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.

Summer School: \$25/hr

Mentor Teacher: \$250 annually or 1 compensatory day

Lunch Duty \$10 per period or one day per semester

Student Council: \$250 annually or 2 compensatory days annually

Individuals who currently hold athletic and extra-curricular/duty positions will have their salaries for those positions frozen at the 2014-2015 amounts or the current schedule of the stipend is greater.

A signed contract for each extra curricular duty to be given to advisor or coach. A copy of the signed contract will be provided to the employee within two weeks of start of position.

Extra Duty Pay Consistency:

A signed contract will be provided for summer school, mentor teacher comp., lunch duty, class advisor, and student council. The contract will be issued prior to the start of the position. A copy of the contract will be provided to the employee. Compensation for the above duties will be paid within two weeks of finishing the assignment.

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, those 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 the teacher's 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 forty five dollars (\$45) per unused day of sick leave up to a maximum of \$5,300.00. 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 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.

Any days borrowed from the sick leave bank must be paid back by the employee at a rate of not less than three (3) days per year. Any outstanding days not paid back at the time the employee severs employment with the District, their daily rate of pay times the number of outstanding sick days will be deducted from their last pay check.

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 repay 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 are not eligible for the ERI.
- I. 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.

SCHEDULE E
INSURANCE

1. The District's contribution to the employee's medical benefit plan costs shall not exceed those amounts established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee. The Board will make premium contributions for bargaining unit members in the amounts of the state established hard cap.

The employer will contribute the following amounts through December 31, 2019.

- \$6,685.17 times the number of Single Subscribers. (\$557.10 monthly)
- \$13,980.75 times the number of 2-person Subscribers. (\$1,165.06 monthly)
- \$18,232.31 times the number of Family Subscribers. (\$1,519.36 monthly)

The employer will contribute the following amounts on January 1, 2020 through December 31, 2020.

- \$6,818.87 times the number of Single Subscribers. (\$568.24 monthly)
- \$14,260.37 times the number of 2-person Subscribers. (\$1,188.36 monthly)
- \$18,596.96 times the number of Family Subscribers. (\$1,549.75 monthly)

These annual employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

The Board shall make such group medical benefits and group non medical benefits available pursuant to the premium co-payment terms described above to all full-time bargaining unit members on a full 12 month basis if they are so employed for the full school year. Full-time is defined) in the Patient Protection and Affordable Care Act. The District will pay the full premium for non-medical benefits.

For part-time employees, the Board's contribution toward the cost of both medical benefits and non medical benefits shall be prorated – i.e. the Board shall pay a percentage of the premium it pays for full-time employees based on the number of hours in the part-time employee's daily work assignment in relations to six (6) hours per day.

If, at any time or for any reason attributable (in whole or in part) to the Association or its representative(s), the District is found to have violated (the Publicly Funded Health Insurance Contribution Act), then and in any such event the Association, together with its individual bargaining unit members, shall fully indemnify and hold harmless the District, its Board and Board members, and its administrative employees and agents,

from any and all liability, damage, loss and/or expense (in any and every form) which any or all of such indemnities may incur as a result of any such violation. A reason attributable to the Association may take any form, including but not limited to providing the District with erroneous information, allocating insurance costs and premium payments in an improper manner, and/or any other conduct or activity which results in the District's violation or alleged violation of that Act. This indemnification and hold harmless obligation shall include, but not be limited to, any loss or reduction in state school aid, any attorney fees, and any other damages, penalties or other costs of any and every kind. If the Association fails to fully and timely satisfy its indemnification and hold harmless obligation under this paragraph, then such remaining obligation shall be fulfilled in its entirety by the Association's bargaining unit members, individually and/or collectively, through ongoing payroll deductions (which are hereby authorized for this purpose). The Medical Health plan must comply with the Publicly Funded Health Insurance Contribution Act, the Patient Protection and Affordable Care Act, the IRS Code, including any action to avoid taxes, penalties, or other liability to the district. If the plan does not comply, then the parties will immediately meet and select a plan that does comply.

Employee contributions toward the cost of group insurance benefits, whether health or non-health, shall be paid by payroll deduction if possible, but shall otherwise be timely paid directly to the District. Employee premium co-payments may be made, on a pre-tax basis, if and to the extent allowed under the District's Section 125 Plan.

The benefit levels for both group health (medical benefit plan) benefits and non-health benefits shall be as follows:

PAK A for employees electing health insurance benefits:

Health Plan Choices: (as per APA)

1. MESSA Choices II with Rx Saver Drug Card (\$2, or \$10/\$20 or \$40)
\$20 Office Visit, \$500-\$1000 deductible
2. ABC Plan 1 with ABC RX (\$0, \$2, \$10/\$20 or \$40) + Mandatory Mail

Negotiated Life	\$15,000 AD&D
Vision	VSP-3
Dental	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.

PAK B for employees not electing health insurance:

Negotiated Life	\$15,000 AD&D
Vision	VSP-3
Dental	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.
Cash-in-Lieu \$150 per month

- B. Employees participating in any of the group benefit programs are responsible for promptly contacting (within 30 days) the benefit provider upon termination of their employment to determine what conversion (i.e. individual coverage) rights or privileges, if any, may be available to them.
- C. Changes in family status shall be promptly reported to the District's Business Office by employees eligible for and/or participating in the District-provided benefit programs; and such employees shall reimburse the District for any premium overpayment made by the District, on such employee's behalf, for failure of an employee to comply with this requirement.
- D. A teacher who received a termination of employment notice at the end of the school year shall continue to receive all fringe benefits, as specified in the current contract through the summer months.
- E. The MESSA ABC Plan A will be provided as of January 1, 2016 for professional staff wishing to take advantage of a Health Savings Account.

--	--

Grievance # _____

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

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed

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