

MASTER AGREEMENT
BETWEEN
THE ENGADINE CONSOLIDATED SCHOOLS CHAPTER
OF
THE MICHIGAN EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
OF
ENGADINE CONSOLIDATED SCHOOLS
ENGADINE, MICHIGAN

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EDUCATION ASSOCIATION

- 1. This agreement entered into this 13th day of June, 2018, by and between the Board of Education of the Engadine Consolidated Schools, hereinafter called the "Board" and the Engadine Education Association, hereinafter called the "Association".

- 2. The Board of Education and Association have reached certain understandings. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining agent for all certified employees within the unit who are under contract with the Board and employed in the regular school year day programs in the following positions:

All certified classroom teachers, art, music, physical education, reading and special education teachers, under contract with the Board in regular K-12 daytime education program. Excluding administration personnel: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Managers, Director of School and Community Relations, Director of Vocational Education, Per diem personnel, Pre-school teachers, substitute teachers, summer school teachers, aides, school nurses, office and clerical personnel, maintenance and custodial personnel and all other employees of the Board or any other employer.

The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.

The term "Board" when used hereinafter shall refer to the Board of Education and its administrative agents.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Certified Teacher of the Board shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining, professional negotiations, and for mutual aid and protection to provide a quality education for the students of Engadine Consolidated Schools. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have and the Michigan General School Laws or other laws and regulations.
- C. The Association and its representatives shall have the right to use school buildings to conduct association business at all reasonable hours for meetings. However, no Association meetings will be held while school is in session.
- D. Duly authorized representatives of the Association and their recognized affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not be while school is in session.
- E. The Association shall have the right to use school facilities and equipment, including computers, copiers and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and upon approval of the Superintendent of Schools. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teachers bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communications to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, and such other information as will assist the Association.
- H. The Board agrees to furnish upon request to the Association prior to the opening of school copies

of all individual salary and service agreements, including total payment for extra-curricular activities, of tenure teachers and contracts of non-tenure teachers for validation by members designated by the Association in terms of this contract.

- I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- K. Consistent with the Code of Ethics of the Education Profession, voluntary membership in the Association shall be open to all certified teachers under contract regardless of race, creed, gender marital status or national origin.

ARTICLE III

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but, without limiting the generality of the foregoing, the right:
- 1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - 2) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 - 3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 - 5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and condition of employment.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection wherewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions to the Association.

Pursuant to such authorization, the Board shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the teacher each month for nine (9) months, beginning in October and ending in May of each year. (Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-ninth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.)

- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- C. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE V

TEACHING HOURS

- A. The teacher day shall be from 8:15 A.M. to 3:20 P.M. unless requested to remain by the school administration. All teachers shall be at their assigned area by 8:15 A.M.
- B. All Elementary Teachers shall be entitled to a duty free uninterrupted lunch period equivalent to a regular class hour; but in no event less than forty (40) minutes, 4 days per week.
- C. All teachers shall be allowed a 30-minute duty free lunch period when noon supervision is required. A teacher shall not be scheduled for noon supervision more than once every week. On the days a teacher is assigned noon supervision, the assigned teacher (s) shall receive a lunch paid for by the Board.
- D. Elementary teachers will be provided two fifteen-minute relief periods per day. In addition, elementary teachers may use for preparation, all time during which their classes are receiving instruction from various teacher specialists. Elementary teachers will not be required to have more student contact time than high school teachers. Student contact time is defined as classroom instruction and study time.
- E. Elementary teachers shall be compensated twenty-three dollars (\$23) per hour if they are required to teach during the time that their classes are scheduled to receive instruction from various teacher specialists.
- F. For the purpose of conducting day-to-day operations, short periodic staff meetings will be standard operating procedure.
- G. Teachers shall be free to leave the building at times when they are not assigned to a specific classroom assignment. Any teacher who does leave the building must notify the administrator or his/her designee that he/she will be away from the building.

ARTICLE VI

EMERGENCY SCHOOL CLOSINGS

If at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to storms, fires, epidemics or health conditions or other Acts of God; bargaining unit members shall be excused from reporting to duty without loss of pay, and days lost due to school closing under the foregoing circumstances shall not be made up.

The school calendar as set forth in Appendix C may not be altered without agreement of the Association except as hereinafter set forth:

1. The additional days of student instruction over one hundred eighty-two (182) student days are scheduled only as make-up days in the event that school closings are necessitated which otherwise would reduce the days of student instruction below one hundred eighty (180) days.
2. Make-up days shall be addressed in Appendix C.
3. If instruction days need to be made up, the Board will pay the sixth, eighth, and tenth make-up day. All other days will be made up without additional pay.

Example:

- (a) 1st and 2nd days of instruction missed - do not need to be made up under current law
- (b) 3rd, 4th, and 5th days - no additional pay
- (c) 6th day - Board will pay additional day's work
- (d) 7th day - no additional pay
- (e) 8th day - Board will pay additional day's work
- (f) 9th day - no additional pay
- (g) 10th day - Board will pay additional day's work
- (h) All days beyond ten - no additional pay

ARTICLE VII

TEACHING LOADS

- A. The normal weekly teaching load in the senior and junior high school will be 30 teaching periods and minimum of 5 unassigned preparation periods. The normal teaching load for secondary teachers will be a maximum of 5 separate preparations. If it is agreeable with the individual teacher involved, any teacher assigned 6 preparations shall receive 5.0% of the base salary for the additional preparation.
- B. All teacher contracts shall state position as to grade levels, subject areas and building.

ARTICLE VIII

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the recommended class size should be as follows:

Recommended class size:

Kindergarten.....20 pupils

Elementary School Grades.....25 pupils

The recommended class size per teacher in the secondary schools shall be as follows:

English	
General Education	
Social Studies	
Mathematics	
Science	25 pupils
Language	
Business	
Typing	
Speech	20 pupils
Chemistry	16 pupils
Industrial Arts	16 pupils
Drafting	20 pupils
Vocational Shop	20 pupils
Homemaking	18 pupils
Music	25 pupils
Art	25 pupils
Physical Education	40 pupils full gym 30 pupils half gym

If a kindergarten class exceeds 15 students, or a lower elementary class exceeds 26 students or an upper elementary class exceeds 28 students, a teacher may request in writing that an aide be provided. The request must be submitted to the superintendent for committee review.

If any teacher has a class that exceeds recommended class size, the teacher or the Association may request a class size committee to meet to consider a solution to the problem. The class size committee shall consist of two teachers selected by the EEA and two administrators selected by the Superintendent. The decision of this committee shall be final.

- B.
 - 1. The parties recognize that appropriate texts, library reference facilities, maps and globes, laboratory, shop, audiovisual, athletic, and band equipment, art supplies, current periodicals, standard test and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained whenever financially feasible.
 - 2. The parties recognize that certain classes need adequate funds to provide for consumable materials and to acquire and maintain durable goods and equipment.
- C. If an aide is requested and a teacher is eligible for an aide under Section A of this Agreement, and an aide is not hired within thirty (30) calendar days of committee approval, the teacher shall be reimbursed for the times which the classes exceed the recommended class size, a sum equal to 1/30 (one-thirtieth) their regular annual salary for each student exceeding the class size limit.
- D. When pupils classified as A.I. (Autistically Impaired), E.I. (Emotionally Impaired) or L.D. (Learning Disabled) as assigned by an I.E.P.C. (Individual Educational Planning Committee) are assigned to a classroom they shall count as two students for the purposes of this contract. Any other pupil who is mainstreamed and has special problems shall be considered on an individual basis through the I.E.P.C. placement process. A classroom teacher who has the student shall be included in the I.E.P.C. Any placement under this provision that affects the teacher's maximum student load shall, upon request of the teacher, be directed for resolution through the class size committee. If an identified student has paraprofessional support, the student will count as one student.
- E. Telephone facilities shall be made available to teachers for their reasonable use.
- F. Adequate designated parking facilities shall be made available to teachers for their reasonable use.
- G. A Class Advisor Committee shall be established to set guidelines for all class sponsored activities. This committee shall consist of 3 teachers chosen by the Association; 2 Board Members chosen by the Board; 1 Administrator chosen by the Administration and 3 students chosen by the Student Council. This committee shall submit their proposed guidelines to the Board at the Board's regularly scheduled meeting. If the Board does not agree with the proposed guidelines then the items under dispute will be sent back to the committee for consideration and if necessary possible revision. When the Board adopts these guidelines they will be incorporated into the Board's Operating and Procedures Policy.
- H. The supervision of teachers is to be conducted by the building administrator. In their absence, a designee will be appointed.

ARTICLE IX

VACANCIES

- A. A vacancy is:
- 1) Any newly created position, including those created by expanding a program;
 - 2) Any position or anticipated position created by a member leaving that position for 30 calendar days or longer.
- B. Incoming teachers shall receive up to 7 years credit taught with a valid teaching certificate. Any teacher with more than seven years of valid teaching experience shall, after completion of two years successful teaching in the district, be granted two years advancement on the salary schedule for each year taught until they have received full credit for all valid years taught.

ARTICLE X

SENIORITY

- A. Highly Qualified shall be defined as:
- 1) In all levels, highly qualified shall mean that the teacher has met the highly qualified standards for the respective teaching assignment pursuant to Michigan law.
- B. Seniority shall be defined as continuous paid service to the district from date of hire, (including service in the former districts which are now included in the Engadine Consolidated School District) in positions that require teacher certification.
- 1) No later than November 30 of any school year, the Board shall develop an accurate seniority list based on the district's employees, including both active employees and employees on full or partial layoff, according to their length of service in the district. Such list shall also state the assignments, presently held by the employees and the areas in which the employee is certified or licensed.
 - 2) A seniority list shall be posted in each building. A copy of such list shall be provided to the Association. Within 10 working days of such posting, any employee disputing the accuracy of the list shall notify the Superintendent's office and the Association in writing. If no written notice is given, the accuracy of the list shall be deemed correct.
 - 3) An assignment, which starts after the first day of school, shall count as a fractional year of service.
 - 4) All part-time employees shall accrue seniority on a pro-rated basis.
 - 5) Seniority shall not accrue, nor be lost during an approved leave of absence but shall be frozen; except for military leaves, which will accrue seniority up to two years.

ARTICLE XI

COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The Appendix A is based upon a normal weekly teaching load, as defined in the Annual School Calendar. For extra duty the teacher shall be entitled to appropriate compensation. For each additional teaching period over thirty (30) periods per week, the teacher will be paid twenty-three dollars (\$23) for each class hour of 50 minutes. In lieu of salary a teacher may, at the discretion of the teacher, accrue compensatory time.

Compensatory time off may accrue from year to year, up to a maximum of five (5) days. The use of such days must be scheduled, except in the case of an emergency, at least one (1) week prior to their implementation. A day shall mean the amount of time a teacher has a regular teaching assignment, excluding any preparation periods. Preparation periods shall not be considered part of the day, *for this section only*, for the purpose of using compensation time. Compensatory time is earned and charged at the rate of one (1) class period for each period taught. The building administrator will make reasonable effort to accommodate the teacher's request.

- C. A teacher engaged during the school day in negotiations in behalf of the Association with any representative of the Board, or if requested by the Board or its representative to participate in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- D. Teachers engaged in teaching on a pro-rata assignment of one-half (1/2) assignment or more, for the school year, shall receive a full step on the salary schedule. Those teachers whose regular assignment for the entire school year is less than one-half (1/2) time shall not advance on the salary schedule until they have completed two (2) years in the less than one half (1/2) assignment. Any teacher who is working less than full time shall have a pro-rated, paid preparation period.
- E. Membership in the school improvement team is voluntary.
- F. Credit applying towards the B.A.+18, B.A.+35 column and M.A.+15 column must have been earned after the awarding of either the B.A. or M.A. degrees and must be courses related to education.
- G. Any person who is employed under Schedule E shall be paid, at the discretion of the employee, once every two weeks after the onset of the assignment, or in one lump sum on completion of the assignment.

ARTICLE XII

LEAVE PAY

A. PERSONAL ILLNESS - DISABILITY LEAVE:

Each teacher shall be credited with (13) thirteen days of leave at the beginning of each school year, the unused portion of which shall accumulate from year to year to a maximum of a full school year. Teachers hired after the first day of school in any given year, and part time teachers shall have the thirteen (13) days pro-rated in accordance with their length of service for the year.

A teacher absent from duty because of personal illness or injury, including all disabilities caused or contributed to by pregnancy, miscarriage, abortions, childbirth and recovery, shall be paid their full salary for the period of such absence, if leave days are available. In the event of anyone's absence, due to illness or disability, the Administration shall reserve the right to request written notice from a doctor stating the reason for absence.

B. BEREAVEMENT LEAVE:

Each employee shall be granted up to (5) five days per death, from sick leave, for a death in the immediate family.

- 1) Immediate family shall be interpreted to mean: father, mother, spouse, parents of spouse, brother, sister, child, grandparents, step-children, step-parents, or any dependents or other persons residing in the immediate household.
- 2) Additional days may be granted by the Superintendent upon request.

C. ILLNESS IN THE IMMEDIATE FAMILY:

The teacher may take a maximum of three (3) days per illness. For emergency illness additional sick days may be granted at the discretion of the Superintendent. Immediate family shall be defined as in #1 above.

D. PERSONAL BUSINESS DAYS:

A maximum of three (3) days to be deducted from sick leave shall be allowed for the conduct of personal business. Personal business days are not to be used as vacation days. They shall be used for business that cannot be transacted outside the regular school day.

- 1) Teachers will notify the administrator two (2) school days in advance of taking personal business days, except when the administrator determines an emergency to exist.
- 2) Personal business days cannot, without special permission of the administrator, be taken two (2) school days prior to or following a school vacation.

- 3) Upon written application, the Superintendent may authorize additional personal business days for just reason. Such days will be deducted from sick leave.

E. DONATED SICK LEAVE

A teacher shall be eligible to receive donated sick days by other staff up to 20 days throughout his/her career in times of hardship when his/her personal/sick leave is depleted.

ARTICLE XIII

LEAVE OF ABSENCE

- A. Teachers may submit requests for leaves of absence without pay to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board, or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application.
- B. Upon the submission of a request by a teacher the Board shall grant a leave of absence for the reasons and under the conditions as follows:
1. A leave of absence shall be granted to a teacher who is physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated leave days, for the duration of the illness or disability, but not to exceed on (1) year.
 2. A child care leave of absence shall be granted to a teacher for the purpose of caring for a newborn or newly adopted child or a child who is physically or mentally impaired. Such leaves shall not exceed one (1) year and leaves to care for a newborn or newly adopted child will begin with the birth date or adoption date of the child.
 3. In accordance with the provisions of the Family and Medical Leave Act (FMLA), employees shall be eligible for up to twelve (12) weeks unpaid leave for the purpose of their own illness, or the serious illness of a spouse, child or parent. During this unpaid FMLA leave, the employer shall continue to provide group health benefits in accordance with the Act. In addition, any contractual paid leave accrued by the employee shall be used concurrently with the FMLA leave.
- C. All leaves in A and B shall be subject to the following conditions:
1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.
 2. Upon return from leave the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.
 3. Prior to returning from leave the Board may request a physician's statement regarding the teacher's physical fitness for employment.
 4. All leaves, in A and B, except those filed under FMLA, will be without pay or fringe benefits.

D. SABBATICAL LEAVE

Teachers who have been employed for seven (7) consecutive years in the Engadine Consolidated Schools may be granted a sabbatical leave by the Board for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to, attending a college, university, or other educational institution.

To qualify for such sabbatical leave, a teacher must hold a permanent or continuing teaching certificate.

During said sabbatical leave, the teacher shall be considered to be in the employ of said Board. The Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

Upon successful completion at an approved course of study, teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board. Payment of the retirement contribution based on the teacher's placement on the salary schedule shall be paid by the Board.

At no time will more than one teacher be absent on sabbatical leave. Approval by the Board will be contingent upon securing a certified and qualified employee to assume the applicant's duties. Sabbatical leaves shall be granted only once during a teacher's tenure in the district.

E. ASSOCIATION LEAVES:

Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a one-year leave of absence without pay for the purpose of performing duties for the Association.

F. MILITARY LEAVE

Any regular employee who may be conscripted into the armed forces of the United States for service or training shall be granted a military leave without pay.

G. CAMPAIGN LEAVES

The Board may grant leave of absence without pay to any teacher to campaign for or serve in public office.

H. The Superintendent shall be authorized to grant unpaid leaves of absence up to two weeks. Any request for a longer leave will require approval by the Board of Education.

I. ASSOCIATION TIME

At the beginning of every school year, the Association shall be credited with 5 days to be used by teachers who are officers or agents of the Association, for the purpose of attending regional or state association meetings. The Association agrees to notify the Administration no less than forty-eight (48) hours in advance of taking such time. An additional four days are available with the Association reimbursing the school board the full cost of the substitute wages.

ARTICLE XIV

TERMINAL LEAVE

- A. On termination of employment by retirement, one-half of the accumulated sick leave up to \$4,000.00 shall be paid at the rate equal to the teacher's current pay. To receive payment, an employee must have 10 years of service in the Engadine Consolidated Schools, and be eligible to receive benefits from the Michigan Public School Employees Retirement Fund.
- B. In case of death, any unused sick leave up to \$4,000.00 shall be paid at the rate equal to the teacher's current pay, in a lump sum to the survivor named.

ARTICLE XV

ACADEMIC FREEDOM

Academic freedom shall be guaranteed to teachers. Independent study and investigation at the presentation and interpretation of the facts and ideas in all branches of learning will be encouraged, provided that controversial topics are handled in such a manner as to present opposing points of view.

ARTICLE XVI

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control. Disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established board policy and state law.
- B. Whenever it appears that a particular pupil requires special attention outside the realm of the classroom, it should be brought to the attention of the building administrator so that appropriate steps may be taken to provide supplementary assistance.
- C. Any case of assault by a student upon a teacher on duty shall be promptly and properly reported to the superintendent or his designated representative. The administration will provide counsel to advise the teacher of his rights and obligations with respect to such assault. The administration shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities, and report such incident to the Board of Education.
- D. Time loss in connection with any incident mentioned in this Article shall not be deducted from any teacher who performs his/her duties in a reasonable and just manner in accordance with established board policy and state law.
- E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. Any serious complaint will be submitted to the teacher by the parent or building administrator in writing prior to a conference with parent, teacher and the Administration.
- F. In the event a person makes a Freedom of Information Act (FOIA) request to obtain a copy of the teacher's personnel file or other similar information, the teacher shall be notified by the administration, immediately, that a request was made. All requests must be in writing and the name and address of the person requesting said information. Before release of any document(s), the teacher and/or the Association will have the opportunity to review the document(s). The Board shall honor all exceptions to the production of said documents contained on Section 13 (1) of FOIA. All exempt material must first be removed before any document(s) shall be released under a FOIA request.

ARTICLE XVII

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations and policies adopted by the Board or its representatives that are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order that threatens physical safety or well-being.
- B. 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. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

ARTICLE XVIII

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.
- B. Any teacher who successfully completes a course related to his/her instructional responsibilities and is not using such credit towards a degree shall receive full tuition reimbursement from the school district upon previous approval by the administration.
- C. Upon prior approval of the superintendent to attend professional improvement activities and events, a teacher will be entitled to have registration and lodging expenses paid by the district in advance of the educational activity. A teacher will be entitled to reimbursement of all reasonable expenses (meals, lodging, registration fees, etc.) for attendance at professional improvement activities or events. Travel will either be provided by the use of a school vehicle or reimbursed at the IRS rate per mile. If more than one teacher is attending, car-pooling will be expected.
- D. Upon request the Board will consider making arrangements for after school courses, workshops, conferences and programs designed to improve the quality of instruction. All teachers desiring to attend shall be allowed to do so.
- E. Professional development and/or curriculum improvement activities will be addressed in the school calendar. Such activities shall be mutually established and/or approved by the Professional Development Committee, made up of two Association members appointed by the EEA President and two administrative members appointed by the Superintendent/Board.

ARTICLE XIX

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as alleged violation of the expressed term and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1) The termination of services of or failure to re-employ any probationary employee.
 - 2) The criteria used in evaluation or the content of an Employee's evaluation.
 - 3) Any claim or complaint for which there is remedial procedure established by law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act IV of Public Acts, Extra Session, 1937 of Michigan, as amended).
- C. The term "days" as used herein shall mean working days.
- D. Written grievances as required herein shall contain the following:
 - 1) It shall be signed by the grievant or grievants or Association representative;
 - 2) It shall be specific;
 - 3) It shall contain a synopsis of the facts giving rise to the alleged violations;
 - 4) It shall cite the sections or subsections of this contract alleged to have been violated;
 - 5) It shall contain the date of the alleged violations;
 - 6) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

E. Procedure:

- 1) Level One - An employee, or an Association Representative on behalf of an employee, alleging a violation of the express provisions of this contract shall within forty-five (45) days of its alleged occurrence (or knowledge of the occurrence not to exceed one calendar year, whichever comes first) orally discuss the grievance with his/her supervisor. An Association Representative shall be present at this discussion in an attempt to

resolve the problem. If no resolution is obtained within three (3) days of the discussion the employees shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

- 2) Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent in Level One with the endorsement thereon of the approval or disapproval of the Supervisor. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and the Association representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing.
- 3) Level Three - If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designated agent, or if no disposition has been made within five (5) days of such meeting (or the ten days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or ten (10) days, whichever shall be later, may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance by the Board shall be made no later than ten (10) days thereafter. A copy of such disposition shall be furnished to the Association President.
- 4) Level Four - Individual employees shall not have the right to process a grievance at Level Four.
 - a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may within thirty (30) days after the decision of the Board, notify the Board of the intent to submit the matter to arbitration. The parties will then meet to select an arbitrator. If the parties cannot agree upon an arbitrator within ten (10) days, the matter will be referred to the American Arbitration Association, in writing.
 - b) Neither party may raise new defense or grounds at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) weeks prior to the hearing a rehearing statement alleging facts ground and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
 - c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject of the right of the Board and the Association to judicial review, any lawful decision of the arbitrator regarding disciplinary matters shall be forthwith placed into effect.
 - d) Powers of the arbitrator are subject to the following limitations:

- 1) He shall have no power to add to, subject from, disregard, alter or modify any terms of this Agreement.
- 2) He shall have no power to establish salary scales.
- 3) He shall have no power to decide any questions which, under Article III of this Agreement, is reserved as the responsibility of this management to decide.
- 4) He shall have no power to interpret state or federal law.
- 5) He shall not hear any grievance previously barred from the scope of the grievance procedure.
- 6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and than only if they are of similar nature.
- 7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

F. The fees and expenses of the arbitrator shall be shared equally.

G. Should an employee fail to institute a grievance within the limits specified the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

H. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
2. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed beyond Level Three.
3. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to effective date of the agreement.
4. It is understood by the parties that no grievance shall be filed or based upon prior or previous agreement or upon an alleged grievance occurring prior to the final decision of the grievance.
5. No grievance shall be filed for or by any employee after the effective date of the person's

resignation or retirement, other than for matters relating to the receipt of compensation and/or benefits arising out of the collective bargaining agreement.

6. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

ARTICLE XX

NEGOTIATION PROCEDURES

- A. Not later than March 1st of the school year in which this agreement expires, the Board agrees to open negotiations with the Association over a successor agreement in a good faith effort to reach agreement concerning teachers' salaries, hours, and other conditions of their employment.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. The Board will make every effort to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number that they may call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability of work, it is the responsibility of the administration to arrange for a substitute teacher.
- B. 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 recognized that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent terms contained in any individual teacher 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. The Board is authorized to enter into individual one year substitute contracts to fill the vacancies of personnel under this agreement that have been granted a leave of absence by the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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. Minutes and agendas of all Board meetings shall be sent to the President of the Association.
- F. During the school year a committee consisting of at least one administrator, two Board members and two members of the local chapter of the M.E.A. will review the School curriculum and make recommendations to the Board of Education regarding course offerings and teacher work load.
- G. In the event both the high school principal and the superintendent are absent from the school building at the same time, the Administration shall designate an employee to assume the acting role of principal.
- H. Each teacher shall have seven (7) calendar days after the end of each marking period in which to enter grades on the report cards.
- I. In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

APPENDIX A

SALARY SCHEDULE

180 student contact days/186 contract days
Additional 6 contract days paid at \$23 per hour
Steps increased one from 2017-2018; 0% increase unless 2017-18 audited fund balance is 8%;
then a 1% increase on the salary schedule.

<u>Index</u>	<u>Years Exp.</u>	<u>BA</u>	<u>BA +18</u>	<u>BA +35</u>	<u>MA</u>	<u>M.A. + 15</u>
1	1	\$30,737	\$31,967	\$32,428	\$32,889	\$34,533
1.05	2	\$32,274	\$33,565	\$34,049	\$34,533	\$36,260
1.1	3	\$33,811	\$35,163	\$35,671	\$36,178	\$37,987
1.15	4	\$35,348	\$36,762	\$37,292	\$37,822	\$39,713
1.2	5	\$36,885	\$38,360	\$38,913	\$39,467	\$41,440
1.25	6	\$38,422	\$39,958	\$40,535	\$41,111	\$43,167
1.3	7	\$39,958	\$41,557	\$42,156	\$42,756	\$44,893
1.35	8	\$41,495	\$43,155	\$43,778	\$44,400	\$46,620
1.4	9	\$43,032	\$44,753	\$45,399	\$46,044	\$48,347
1.45	10	\$44,569	\$46,352	\$47,020	\$47,689	\$50,073
1.5	11		\$47,950	\$48,642	\$49,333	\$51,800
1.55	12		\$49,548	\$50,263	\$50,978	\$53,527
1.6	13		\$51,147	\$51,884	\$52,622	\$55,253
1.65	14		\$52,745	\$53,506	\$54,267	\$56,980
1.72	17		\$54,983	\$55,776	\$56,569	\$59,397
1.78	20		\$56,901	\$57,721	\$58,542	\$61,469

Longevity step at 20+ years = \$250 lump sum payment made in December

APPENDIX B

BENEFITS:

- A. The Board of Education will pay a maximum of the hard dollar cap amount toward health insurance premium costs as established by PA 152.

Plan A: For employees needing health insurance:

Current options for teaching staff include MESSA Choices II and a MESSA ABC Plan. Benefit plans may be adjusted annually at teachers' request to impact rates.

Long Term Disability	60% \$3,500 maximum 180 Calendar - Modified Fill Freeze of Offsets
Dental Plan	Delta Dental Plan Class I : 100% Class II :90% Class III : 90% Annual Max: \$2000 Class IV Orthodontics: 90% Lifetime Max: \$3000
Negotiated Life	\$20,000 AD&D
Vision	VSP 3

Plan B: For employees not needing health insurance

Dental Plan	Delta Dental Plan Class I : 100% Class II :90% Class III : 90% Annual Max: \$2000 Class IV Orthodontics: 90% Lifetime Max: \$3000
Negotiated Life	\$30,000 AD&D
Vision	VSP 3
Long Term Disability	60% (same as above)

For part-time employees, benefits (both A & B) will be pro-rated.

- 1) Changes in family status shall be reported by the employee to the superintendent's office within 30 days of such a change. The employee shall be responsible for any over-payment of premiums made by the Board in his or her behalf for failure to comply with this paragraph.
- 2) Employees who have Board provided insurance are responsible to contact the insuring carrier within 30 days of termination for conversion provision available after termination.

- 3) An employee eligible for Medicare shall enroll for Medicare benefits (parts A & D) within 30 days of his or her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - 4) All employees over age 65 will be given the option to elect primary coverage under the Board's Group Health Plan or Medicare. If the employee chooses the employer provided Group Health Plan, Medicare coverage will be secondary.
- B. The Board agrees to establish a Section 125 Cafeteria Plan and, upon application by employees not taking health insurance, agrees to pay \$270 per month (10 months) as salary in lieu of health insurance. If a husband and wife are both employed by the district, one will be eligible for the option, and one will be eligible for health insurance. Employees hired after the first day of school, in any given year and all part-time employees, shall have their options pro-rated in accordance with their length of service for the year.
- C. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve month period commencing October 1, and ending September 30, even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment.
- D. The School Board will provide applications, claim materials and enrollment meeting dates for the above mentioned programs.
- E. If state legislation mandates that school employees pay a portion of health insurance premiums, state law would supersede this Article.

ENGADINE CONSOLIDATED SCHOOLS | 2018-2019 CALENDAR

Pending State Approval

<p>4 <u>Independence Day</u></p>	<p>JULY 2018</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<p>JANUARY 2019</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>L</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>22</td></tr> </tbody> </table>	S	M	T	W	Th	F	S				2	3	4	5	6	7	8	L	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									22	<p>2 School resumes 18 End of Semester-Noon dismissal</p>							
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APPENDIX D

NON-ATHLETIC SCHEDULE

% Of BA Schedule to Step 10 - Based upon years experience in the activity:

Music (part of music teacher's assignment)	10%
Yearbook (No Yearbook Class)	4%
Yearbook (W/Yearbook Class)	3%
Senior Class Advisor	
<i>School Function Advisor</i>	2%
Junior Class Advisor	
<i>School Function Advisor</i>	2%
Sophomore Class Advisor	2%
Freshman Class Advisor	1.5%
8th Grade Class Advisor	.75%
7th Grade Class Advisor	.75%
6 th Grade Class Advisor	.75%

All schedule E positions are voluntary annual appointments, and are not tenured positions. Should sufficient volunteers (teachers, other staff members) not be available to fill the class advisor positions, teachers shall be appointed on a rotational basis. Teachers may agree to share such positions. In cases of shared responsibility, the compensation shall be based on the experience step of the more experienced member and shall be divided as mutually agreed to by the individuals involved. Pay for class advisor shall be based on experience at that grade level.

HOURLY RATE

Extra Duty Events* \$ \$23.00 per hour

* These events include the following:

1. Workers at musical performances.
2. Extra-duty scheduled by the principal that is not included in class advisor, or other paid activities.

APPENDIX E

GRIEVANCE REPORT:

Grievance #

School District Distribution

1. Superintendent
2. Administration
3. Association

GRIEVANCE REPORT

Submit to Administration in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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Step I

- A. Date Cause of Grievance Occurred
- B. Statement of Grievance

Relief Sought

Signature _____ Date

(if additional space is needed in reporting the above, use an additional sheet.)

- C. Disposition by Administration

Signature of Administration _____ Date

- D. Position of Grievant and/or Association

Signature _____ Date

Step II

- 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 III

A. Date Received by Board of Education or Designee

B. Disposition by Board

Signature_____Date

C. Position of Grievant and/or Association

Signature_____Date

Step IV

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator

Signature_____Date of Decision

NOTE: All provisions of Article XVIII of the Agreement dated _____20__, will be strictly observed in the settlement of the Grievances.

APPENDIX F

MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. 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. Mentor Teachers shall be assigned in accordance with the following:
 - 1) The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 - 2) The Mentor Teacher shall be a tenured teacher within the bargaining unit (whenever possible).
 - 3) Participation as a Mentor Teacher shall be voluntary.
 - 4) The District shall notify the Association, in writing, of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 - 5) Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
 - 6) The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
 - 7) The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee after three (3) months. The appointment may be renewed in succeeding years.
 - 8) A Mentor Teacher shall be assigned to only one (1) mentee at a time.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the mentor or mentee.
- E. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday and school calendar

year.

Suggested standards for release time will be the configuration of up to six (6) hours per month for the first year, up to four (4) hours every other month in the second year, and up to four (4) hours every three months in the third year. Requests for greater time spent with the Mentee will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the Mentee will necessarily take place beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates. This provision is a suggested standard and will not be a factor in the decision to retain or dismiss a mentee.

- F. Mentees shall be provided with a minimum of fifteen (15) days of professional activities during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular workday and work year. Such professional development activities will be chosen with the concurrence of the Mentor Teacher, Mentee and Administration.
- G. The Mentor teacher shall be compensated at the rate of \$400 at the end of the school year.

ARTICLE XXII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2019. This agreement shall not extend orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

Denise McElland

John L. King

BOARD OF EDUCATION

Ted Mues

Michael A. McElroy

Donald [Signature]

Dated _____

6-13-2018