MASTER AGREEMENT

BETWEEN THE

EWEN-TROUT CREEK EDUCATION ASSOCIATION

AND THE

EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION

2025-2027

TABLE OF CONTENTS

ARTICLE	PAGE NO.
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 - TEACHER EVALUATION	12
ARTICLE VIII - TEACHER PLACEMENT	15
ARTICLE IX - PROTECTION OF TEACHERS	17
ARTICLE X - DISCHARGE AND DISCIPLINE	18
ARTICLE XI - NEGOTIATION PROCEDURES	20
ARTICLE XII - PROFESSIONAL GRIEVANCE PROCEDURE	21
ARTICLE XIII - MISCELLANEOUS	23
ARTICLE XIV - TEACHER LAYOFF/RECALL	25
ARTICLE XV - MANAGEMENT RIGHTS	27
ARTICLE XVI - SCHOOL CALENDAR	28
ARTICLE XVII - SCHOOL IMPROVEMENT	29
ARTICLE XVIII - PUBLIC SCHOOL ACADEMIES	30
ARTICLE XIX - MENTOR TEACHERS	31
ARTICLE XX - DURATION OF AGREEMENT	32
SCHEDULE A - SALARY SCHEDULE	34
SCHEDULE B - EXTRA DUTY	37
SCHEDULE C - SICK LEAVE	39
SCHEDULE D - EARLY RETIREMENT INCENTIVE	40
SCHEDULE E - INSURANCE	41
GRIEVANCE REPORT FORM	44

This agreement entered into this 22nd day of April, 2026, 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, 2025 until June 30, 2027.

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, 2025 until June 30, 2027.

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 $3,500 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 $4,000 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 – TEACHER EVALUATION

A. Decisions about evaluation of a "teacher" under the Revised School Code Section 1249, or who is assigned to students in any grades K - 12 as a "teacher of record" ("classroom teacher") and Non-Teaching Professionals Not Subject to the Teachers' Tenure Act will be made as stated below. The parties agree that the procedures established in this Article constitute clear and transparent procedures as required under Revised School Code Section 1248.

B. Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with the Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. A year-end evaluation process that meets statutory standards
2. An evaluation tool that incorporates components required by law, including:
   a. Locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
   b. The teacher's performance
3. An individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teachers effectiveness for:
   a. All probationary teachers.
   b. Teachers rated developing, needs support.
   c. At the evaluators discretion when performance deficiencies are noted.
4. All classroom observations shall be conducted between October 1 and April 30 of each year.
5. There shall be a minimum of 30 days between observations.
6. Classroom observations of at least 30 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items
7. A mid-year progress report, if required by law, which aligns with the classroom teacher's IDP, and includes specific performance goals developed by the evaluator and any recommended training, coaching, professional development or resources identified by the evaluator.
8. A year-end performance evaluation effectiveness rating of: effective, developing, or needing support
9. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially but if the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher

must receive annual year-end evaluations. If the teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the teacher to annual evaluations; year-end evaluations shall be completed at least ten (10) business days before the end of the school year.

10. A mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;
11. Opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
12. Use of the Charlotte Danielson model evaluation tool which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations
13. Website posting of required information for the Danielson evaluation model
14. Training on the Danielson model for teachers and evaluators as required by law
15. If a tenured classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, that teacher shall be discharged consistent with due process. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act
16. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used
17. The parties will, by September 30, 2024, negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 30, 2024, the District will use the assessment data currently utilized.
18. Each teacher shall have the right upon request to review the contents of his/her own personnel file, except the original placement file. A representative of the Association may be requested to accompany the teacher in such review. In the event that the teacher feels that material placed or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance process up to the board level.
19. An Association member's signature upon material in the file will be interpreted to mean the teacher knows of its presence but is not necessarily in agreement with the material. The teacher may or may not, upon exercise of personal option, attach a statement of agreement or disagreement of any adverse evaluation placed in his/her file.
20. Bargaining unit members shall be provided a copy of any non-confidential material (as determined by the courts and/or laws) place in or to be placed in their personnel file.
21. Each file shall contain a cover sheet to be signed and dated by any person reviewing the file.
22. Material placed in the personnel file, including evaluations, shall not be released to any person without written permission from the employee or valid court order, excepting that

materials requested subject to Michigan's Freedom of Information Act may be released in accordance with the following:

a. The District shall notify the teacher(s) who is subject to the request and provide the teacher with a copy of the request.

C. Grievance Procedure. An alleged violation of this Article may be grieved up to the Board level. However, an Arbitrator has jurisdiction to consider a grievance filed under the grievance procedure by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support."

ARTICLE VIII – TEACHER PLACEMENT

A. Placement of Classroom Teachers:

1. The Superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. Consistent with the Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors.
2. All teachers shall be given written notice of their schedules for the forthcoming year no later than the 15th day of July if at all possible. In the event changes in the schedules are proposed, all teachers affected shall be notified promptly and consulted.
3. Although teachers frequently retain their assignments from year to year, those assignments are not necessarily fixed. The District assesses its needs for teachers based on: Student enrollment, retirements, resignations, teacher qualifications, curriculum needs.
4. The Superintendent or designee then assigns teachers accordingly. When there remain open positions after all teachers have been assigned is there a vacancy that must be posted.
5. Consistent with the Revised School Code Section 1248, PERA Section 15(2) Article 11 of this CBA, the Superintendent/designee has the exclusive authority to assign, transfer and direct employees. In all cases, management is not permitted to exercise its authority in an arbitrary, capricious or discriminatory manner.
6. Voluntary Transfers: A request for a transfer may be made at any time in writing to the Superintendent's office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. The Superintendent may consider the request but is but has no requirement or obligation to assign such request. Transfer requests will be kept on file, reviewed and considered for future postings. For new postings, the Superintendent or designee shall notify the staff prior to posting and give five calendar days to submit a transfer request. No bargaining unit employee shall be discriminated against because of a request to transfer.
    a. For the purpose of this Article, "Vacancy" and "Assignment" are defined as follows:
        1. "Vacancy" shall be defined as a teaching position that arises after the assignments of all teaching personnel have been made and there remains a teaching assignment for which there is no person. A vacancy occurs when the Superintendent or designee posts a position.
        2. An "assignment" shall be defined as that schedule of classes and other professional duties which a teacher is required to perform.
7. As described, teacher placement decisions are made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades and school schedule.
b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
c. Classroom Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.
d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on the following:
    1. Credentials needed for District, school, or program accreditation;
    2. Professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
    3. Relevant special training, other than professional development, or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
    4. Disciplinary records, if any;
    5. Length of service in a grade level(s) or subject area(s);
    6. Recency of relevant and comparable teaching assignments;
    7. Previous effectiveness ratings;
    8. Ability to withstand the strain of teaching;
    9. Other nonarbitrary or capricious reasons.
e. Length of service with a District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
f. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons.

ARTICLE IX - 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 of his/her own personnel file with the exception of recognized confidential information, such as: placement office recommendation, and recommendations prior to employment. A representative of the Association may 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 X – DISCHARGE AND DISCIPLINE

A. A teacher may only be discharged, demoted, or otherwise disciplined for a reason that is consistent with the standards of the Michigan Teacher Tenure Act, MCL 38.101. Currently, this standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational relationship to the teacher's conduct which forms the basis of a disciplinary decision. Discipline, discharge or demotion shall occur in accordance with the statutory requirements under the Michigan Tenure Act and the Revised School Code and is exempt from arbitration in the grievance procedures in Article 14. In the event the disciplinary standard in the Michigan Teacher Tenure Act, MCL 38.101 changes, this article will be revised accordingly at the expiration of this agreement.

B. Discipline may include but is not limited to:
   1. Verbal warning and/or verbal reprimand
   2. Written warning and/or written reprimand
   3. Suspension
   4. Discharge
   5. Financial penalties in accordance with Michigan law

C. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

D. Before imposing any disciplinary measures, the administrator shall investigate whether a teacher has engaged in an offense, infraction, or other misconduct which could result in a disciplinary consequence. The administrator shall investigate the alleged violation before imposing a disciplinary measure upon the teacher. The investigation should include discussion with any witnesses to the event(s) upon which the teacher discipline is premised, including witnesses or other sources suggested by the teacher being investigated. The teacher who is the subject of the disciplinary allegation shall be provided with due process being an opportunity to respond to those allegations as a part of the investigation.

E. Any teacher shall be entitled to Association representation of their choice during investigative interviews that could lead to disciplinary action against the teacher or any meeting that the teacher is being reprimanded, warned, or disciplined for any infraction or delinquency or inadequacy in professional performance.

F. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed

in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

G. Each teacher shall have the right to review their personnel file in the Superintendent's office. A representative of the Association may be requested by either party to accompany the Teacher to such review.

H. To the extent allowable by law, the District will notify a classroom teacher of complaints that might lead to discipline.-

I. In all cases, management is not permitted to exercise it's authority in an arbitrary, capricious or discriminatory manner.

ARTICLE XI - 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 XII - 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 XIII - 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.

G. Not later than 30 days after the Board hires an employee, the Board shall provide the employment and contact information of the employee to the Association. Every 90 days, a the Board shall provide to the Association the employment and contact information of the employees represented by the Association.

   1. The employment and contact information must include all of the following for each employee:
      a. First, middle, and last name.
      b. Building Assignment.
      c. Classification.
      d. Address of primary work location.
      e. Home address. However, if the public employee's home address is a confidential address, the public employer shall not provide the home address of the public employee and shall instead provide the public employee's designated address. As used in this subdivision:
         1. "Confidential address" means that term as defined in section 3 of the address confidentiality program act, as per 2020 PA 301, MCL 780.853.
         2. "Designated address" means that term as defined in section 3 of the address confidentiality program act, as per 2020 PA 301, MCL 780.853.
      f. Personal telephone number.
      g. Personal email address, if provided.
      h. Work email address.

i. Date of hire.
j. Full-time or part-time employment status.
k. Wage.

2. The above-listed information shall be provided via email in an attached Excel template format provided by the Association or via Google Sheets.

ARTICLE XIV – TEACHER LAYOFF/RECALL

A. Layoff/Recall of Classroom Teachers

1. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.
2. Reduction in workforce and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249.
3. Decisions about the reduction and recall of teachers will be guided by the following criteria:
    a. Retaining the most effective classroom teachers who are certified or otherwise approved or authorized, and qualified to instruct the courses or grade level;
    b. Credentials Classroom teachers must be properly certified, approved or authorized for all aspects of their assignment;
    c. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, within 30 business days of said reduction, the affected classroom teacher. The affected teacher will have an opportunity to respond, either in person or in writing, to the proposed reduction;
    d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
    e. Disciplinary record, if any;
    f. Previous effectiveness rating;
    g. Attendance and punctuality;
    h. Rapport with colleagues, parents, and students;
    i. Length of service in a grade level(s) or subject area(s);
    j. A teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be sole factor in reduction in force and recall decisions but may be used as a tie breaker.
4. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected teacher.
5. For purposes of reduction of staff and all other purposes where seniority is a factor, "seniority" shall relate solely to consecutive service with the School District as a teacher without any break in service. Seniority shall be prorated for part-time teachers.
    a. Teachers who are working as part-time administrators will continue to accumulate seniority for both student contact time as a teacher and as an administrator.

6. The Board will provide one (1) copy of the seniority list to the Association prior to October 1 of each year. The list will have the names and lengths of service of all certified professional employees of the District.
7. Classroom Teacher Recall Process
    a. A Teacher is eligible for recall under for 12 months from the date the District implemented the reduction in force.
    b. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
    c. Before initiating the recall of a laid-off Teacher, the Superintendent may reassign teachers to fill openings.
    d. After any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
        1. Recall a laid-off Teacher who is certified and qualified for the vacancy. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article;
        2. Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no teacher on layoff meets the certification and qualification requirements of the position.
    e. The Superintendent or designee will provide written notice of the Board's recall decision to any recall Teachers and will establish the time within which a Teacher must accept recall to preserve the Classroom Teacher's employment rights.
    f. A laid off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all right to recall and continued employment.
    g. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

B. All fringe benefits, including but not limited to, accumulated sick days shall be restored.

ARTICLE XV - 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 XVI - 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 XVII

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 XVIII
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-XIX

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 XX – DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2025 and shall continue in effect until June 30, 2027.

B. This agreement shall not be extended orally and it is expressly understood it shall expire on the date indicated.

FOR THE EWEN-TROUT CREEK EDUCATION ASSOCIATION:

Mary L. Nordin Date: 4/22/26

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

Heather Barrett Date: 4-22-26

SCHEDULE A - SALARY AGREEMENT

A. Up to fifteen (15) years of experience may be granted to new employees with teaching experience at the discretion of the superintendent.

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 in June.

D. Longevity incentive: Individuals who attain 19 years of continuous service with the Ewen-Trout Creek School District 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. Individuals who are currently employed by the district and have experience at or beyond 25 years will receive a onetime addition of $500 to their salary that will remain as a permanent increase.

Longevity

Years of Service	Incentive
19	$200
20	$200
21	$200
22	$200
23	$200
24	$200
25	Permanent $500

The following tables will apply for 2025-2027: * Or twenty five (25) SCECHs equals one (1) credit.

SCHEDULE A

Schedule A July 1, 2025 - December 31, 2025 1% increase					
Step	BA	BA+15 (Cert)	MA BA+45*	MA+10 BA+55	MA+20
1	37,005	38,291	40,451	42,144	44,119
2	38,072	39,500	41,687	43,382	45,391
3	39,136	40,706	42,923	44,618	46,664
4	40,204	41,914	44,159	45,854	47,935
5		43,121	45,394	47,018	49,207
6		44,330	46,631	48,324	50,479
7		46,745	47,868	49,561	51,752
8		47,953	49,103	50,798	53,023
9		49,160	50,337	52,033	54,296
10		50,370	51,574	53,269	55,566
11		51,575	52,810	54,505	56,837
12		52,784	54,046	55,741	58,110
13		53,992	55,281	56,977	59,382
14		55,207	56,517	58,211	61,930
15		57,768	59,643	59,993	63,903
16		60,330	61,522	63,259	65,875
17		60,420	62,119	63,842	66,439
18				64,872	67,469

Schedule A January 1, 2026 - June 30, 2026 1.5% increase					
Step	**BA**	**BA+15 (Cert)**	**MA BA+45***	**MA+10 BA+55**	**MA+20**
1	37,560	38,865	41,057	42,776	44,781
2	38,643	40,093	42,312	44,032	46,072
3	39,724	41,317	43,567	45,287	47,364
4	40,807	42,543	44,822	46,542	48,654
5		43,768	46,075	47,723	49,945
6		44,995	47,330	49,049	51,236
7		47,446	48,586	50,304	52,529
8		48,672	49,840	51,560	53,818
9		49,897	51,092	52,814	55,110
10		51,125	52,347	54,068	56,400
11		52,348	53,602	55,322	57,689
12		53,575	54,857	56,577	58,982
13		54,801	56,111	57,832	60,273
14		56,035	57,364	59,085	62,859
15		58,634	60,537	60,893	64,861
16		61,235	62,445	64,208	66,863
17		61,327	63,051	64,800	67,435
18				65,845	68,481

Schedule A July 1, 2026 - June 30, 2027 2% increase					
Step	**BA**	**BA+15 (Cert)**	**MA BA+45***	**MA+10 BA+55**	**MA+20**
1	38,312	39,643	41,878	43,632	45,676
2	39,416	40,894	43,158	44,913	46,994
3	40,518	42,143	44,438	46,193	48,311
4	41,623	43,394	45,718	47,473	49,627
5		44,643	46,997	48,677	50,944
6		45,895	48,277	50,030	52,261
7		48,395	49,558	51,310	53,579
8		49,646	50,837	52,591	54,895
9		50,895	52,114	53,870	56,212
10		52,148	53,394	55,150	57,528
11		53,395	54,674	56,429	58,843
12		54,647	55,954	57,709	60,162
13		55,897	57,233	58,988	61,478
14		57,155	58,512	60,266	64,116
15		59,807	61,748	62,111	66,158
16		62,460	63,694	65,492	68,201
17		62,553	64,312	66,096	68,784
18				67,162	69,851

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**
HIGH SCHOOL TRACK PROGRAM	**$2800**
FOOTBALL, HEAD COACH (Boys)	**$4000**
FOOTBALL, ASSISTANT COACH (Boys)	**$2600**
FOOTBALL, JUNIOR VARSITY COACH	**$2200**
BASEBALL, VARSITY (Boys)	**$2500**
CHEERLEADER ADVISOR (High School)	**$1200**
CHEERLEADER ADVISOR (Junior High)	**$600**
CROSS COUNTRY PROGRAM	**$1500**

CLASS ADVISORS:

- Junior and Senior class advisors shall receive two (2) compensatory days each or $500
- Freshman and Sophomore class advisors shall receive one (1) compensatory day each or $250
- 7th Grade and 8th Grade class advisors shall receive one-half (½) compensatory day each or $200

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: $30/hr

Mentor Teacher: $250 annually or 1 compensatory day

Lunch Duty $20 per lunch period

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 fifty dollars ($50) per unused day of sick leave up to a maximum of $6,250.00. In the event of the teacher's death, said sum shall be paid to the teacher's designated beneficiary.

C. Any teacher who has accumulated ninety plus (90+) days of sick leave may sell back forty (40) days per year at fifty dollars ($50) per day. The request must be in writing, signed, and dated. Payout will be on the second check after request has been received.

D. 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).

   1. 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.
   2. 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.
   3. 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

A. 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 seg. 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 on January 1, 2024 through December 31, 2024.

- $7,702.85 times the number of Single Subscribers. ($641.90 monthly)
- $16,109.06 times the number of 2-person Subscribers ($1,342.42 monthly)
- $21,007.83 times the number of Family Subscribers. ($1,750.65 monthly)

The employer will contribute the following amounts on January 1, 2025 through December 31, 2025.

- $7,718.26 times the number of Single Subscribers. ($643.19 monthly)
- $16,141.28 times the number of 2-person Subscribers ($1,345.11 monthly)
- $21,049.85 times the number of Family Subscribers. ($1,754.15 monthly)

1. 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.
2. 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.
3. 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.
4. 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.

5. 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:

Package A for employees electing health insurance benefits:

Health Plan Choices: (as per APA)

1. MESSA Choices, $500/$1000 deductible, Saver Rx
2. MESSA Choices, $1000/$2000 deductible, Saver Rx
3. ABC Plan 1, $1600/$3200 deductible, ABC Rx, HEQ
4. ABC Plan 2, $2000/$4000 deductible, ABC Rx, HEQ
5. Balance+, $1600/$3200 deductible, Balance Rx, HEQ

Negotiated Life	$30,000 AD&D
Vision	VSP-3 PlusP250CL
Dental	Class I Benefits: 100% (Preventive, Diagnostic, and Emergency Palliative) Class II Benefits: 90% (Balance of Class Benefits including Radiographs) Class III Benefits: 80% Class IV Benefits: 80%

MAXIMUM CONTRACT BENEFIT PER PERSON:
$3000 per person total per contract year for Class I, Class II, and Class III Benefits. Delta's payment for Class IV Benefits shall not exceed a lifetime maximum of $3,000 per eligible person.

Package B for employees not electing health insurance:

Negotiated Life	$30,000 AD&D
Vision	VSP-3 PlusP250CL
Dental	Class I Benefits: 100% (Preventive, Diagnostic, and Emergency Palliative) Class II Benefits: 90% (Balance of Class Benefits including Radiographs) Class III Benefits: 80% Class IV Benefits: 80%

MAXIMUM CONTRACT BENEFIT PER PERSON:
$3000 per person total per contract year for Class I, Class II, and Class III Benefits. Delta's payment for Class IV Benefits shall not exceed a lifetime maximum of $3,000 per eligible person.

Cash-in-Lieu $300 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.

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