

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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INTRODUCTION

1. This agreement entered into this 19th day of June, 2024, 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 schoolteachers, 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 parties hereby agree that every Certified Teacher of the Board shall have the rights freely to organize, join and support the Association, or decide not to join 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. Parties agree that they 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 their membership in the Association, or their non-membership in the Union. Their participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or the Union.

- 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. Upon written request, 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, in its representation of its members.
- 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 tenured teachers and contracts of non-tenured 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.
- L. The district will provide the association receipt of employees' employment and contact information within 30 days of hiring.
 - 1) First, middle, and last name
 - 2) Department
 - 3) Home address
 - 4) Personal telephone number
 - 5) Personal email
 - 6) Date of hire
 - 7) Full or Part-time status
 - 8) Wage

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 discipline; 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. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for deductions permitted by law, including annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- B. 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 teachers shall be entitled to a duty-free uninterrupted lunch period 5 days per week. Duty-free time will be equivalent for all teaching staff, to the extent possible.

- C. All teachers shall be allowed a 40-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 relief times. 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. Teachers shall be compensated at their hourly rate if they are required to teach during the time that their classes are scheduled to receive instruction from various teacher specialists. Any teacher required to give up their prep period for student-centered meetings will be compensated at their hourly rate. Teachers shall complete a time sheet any time they attend aforementioned meetings in order to receive compensation.
- 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. Any additional days of student instruction necessary for full state funding or days 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 or the amount entering the district to full state funding.

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 6.0 % of their salary for the additional preparation.
- B. The expectation for elementary teachers is to teach one grade level per year, on those occasions when a split classroom is necessary due to student numbers, the individual shall receive 6.0% of their salary for the additional grade level.
- C. 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:

Kindergarten	20 pupils
Split Classrooms	25 pupils
Elementary School Grades	25 pupils

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

English	25 pupils
General Education	25 pupils
Social Studies	25 pupils
Mathematics	25 pupils
Science	25 pupils
Language	25 pupils
Business	25 pupils
Typing	25 pupils
Speech	20 pupils
Chemistry	16 pupils
Music	25 pupils
Art	25 pupils
Physical Education	40 pupils- full gym 30 pupils- half gym

Class enrollment for CTE classes shall be held at 16 students.

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 a split classroom exceeds 25 students, an aide will be provided for that classroom.

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. The parties recognize that appropriate texts, library reference facilities, maps and globes, laboratory, shop, audiovisual, athletic, and band equipment, art supplies, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer with the Association 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.

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 a disability 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. This contract provision shall not be used to deny placement of a student in violation of state or federal law.
- E. Those accommodations made for students under a 504 Agreement, will be reviewed annually by the administration and the teacher to assure the number of accommodations do not interfere with the instruction.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. Adequate designated parking facilities shall be made available to teachers for their reasonable use.
- 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. Definition of “Vacancy”:

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days. Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Superintendent’s Office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

Summer Months:

During the summer months when regular school is not in session, the Employer will send via email, to all bargaining unit employees who provide one, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all bargaining unit employees known by the Employer to be certified for the position (if certification is required) and the Association President. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

C. Awarding of Vacancies:

Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section. The most qualified and adequately certified internal applicant shall be awarded the position. “Most Qualified” shall be determined as follows:

- 1) Employees awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as “highly effective” or “effective”. In the event no internal employee meets this criterion, then this requirement shall not apply.

- 2) If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

D. Definition of “Transfer”:

A “transfer” shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee’s position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s), (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article IX pertaining to vacancies. Other transfers will be governed by this Section.

E. 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 President. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

F. Involuntary Transfers:

Involuntary transfers may occur only for reasonable and just cause. Fifteen (15) days’ notice of the intention to transfer specifying the reasons for the transfer and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual’s performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff and Recall Article of this Agreement.

G. Awarding Years of Experience:

Incoming teachers with valid teaching certificates and previous experience may be granted up to 10 years of credit for service provided in a previous school district. This is at the discretion of the Superintendent. After one year of successful teaching, those teachers that were rated “effective” as defined by PA 224 of 2023, shall be given full credit for their years of teaching experience prior to their employment at ECS.

ARTICLE X

SENIORITY AND REDUCTION IN PERSONNEL:

SENIORITY

- A. 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.

REDUCTION IN PERSONNEL:

It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

- 1) Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
- 2) If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article IX, Section C, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per

Article IX, Section C) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

- A. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article IX, Section C).
- B. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester (*trimester if applicable*) for layoffs during the school year.
- C. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
- D. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.
- E. Definitions:

- 1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

- 2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified"

status for any position in the district shall be determined by the process outlined in Article IX, Section C.

- F. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article IX, Section C and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.
- G. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in APPENDIX B (*Insurance Policy*) until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

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 shall be paid their current salary at a pro-rated rate, for each class period. 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 on 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.+20/Professional Certification, B.A.+36/Master's 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 College level or graduate level courses related to education.
- G. Any person who is employed under Appendix/Schedule "D" 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.
- H. Any teacher stepping in to assist in administrative duties due to the absence of the administrator shall be paid according to the daily stipend rate included in Schedule "D."

ARTICLE XII

PAID LEAVE

A. PERSONAL ILLNESS - DISABILITY LEAVE:

Each teacher shall be credited with (13) thirteen days of leave at the beginning of each school year, to be used for personal illness, illness to immediate/extended family (defined below), or disability leave. The unused portion of which shall accumulate from year to year to a maximum 110 days. 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 due to illness or injury to themselves or those relationships or conditions defined under The Family Medical Leave Act, shall be paid for such absence, if leave days are available. If leave days are not available, the teacher may request additional days through Donated Sick Leave as defined on page 18, Article XII, E.

The board shall reimburse teachers who have accumulated medical leave beyond 100 days in the amount of ½ the employee's current rate per day for a maximum of 10 days. They shall be compensated in June for the preceding school year. Medical leave may accumulate to 110 days or buy-back to include any unused days beyond 100. Employees will have the option to receive a lump sum, or have the payment distributed into the choice of employee HAS, 503B, or 457 account.

New Paid Leave language bargained in 2024 will not take effect until the 26/27 school year.

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, stepchildren, stepparents, 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.

1. 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

UNPAID LEAVE

- 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 one (1) year.
2. A childcare 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 LEAVE

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 LEAVE

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

SEVERANCE PROVISIONS

- A. On termination of employment by retirement, 50% of the accumulated sick leave up to \$6,500 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 System (payable as a lump sum or into a 403B or 457 plan at the employees' discretion over a two-year period of time.)
- 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.

New Severance language bargained in 2024 will not take effect until the 26/27 school year.

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.
- 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, provided the teacher did not violate the law with their behavior. 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, 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 immediately by the administration. All requests must be in writing. The name and the address of the person requesting said information, will be provided to the teacher. 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

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. Should problems arise with professional or ethical problems within the Association. The Board and the Association recognize that any Code of Ethics as established by the Board of Education and contained within School Board Policy are considered by the Association and its membership to define acceptable criteria of professional behavior. All parties will work to find resolution to such problems.

A. Just Cause:

No bargaining unit employee shall be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of

probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

B. Progressive Discipline:

A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral warning, then
2. Written warning, then
3. Oral reprimand, then
4. Written reprimand, then
5. One-day suspension without pay, then
6. Three days suspension without pay, then
7. Further suspensions without pay, then
8. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

C. No Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.

D. Association Representation: The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an

employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

E. Personnel File:

A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

All discipline or complaints, as defined in Section F, that is four (4) years or older shall be expunged from the personnel file except as limited by any existing laws.

F. Complaints:

No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee 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. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

G. Assaults & Property Loss/Damage

Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will reimburse the bargaining unit employee for the cost of legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit employee for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

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) 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 then 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 report absences, at least, one hour prior to the scheduled day, 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. 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.
- C. 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.
- D. Minutes and agendas of all Board meetings shall be sent to the President of the Association.
- E. 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 workload.

- F. 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.
- G. Each teacher shall have seven (7) calendar days after the end of each marking period in which to enter grades on the report cards.
- H. 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.
- I. If an Emergency Manager is appointed per state law, that Emergency Manager has authority to alter, change or disregard any provision in this agreement.

ARTICLE XXII

SCHOOL CALENDAR

Each year, representative(s) of the Association (the Calendar Committee) will work with Administration to set a calendar for the upcoming school year. Required PD and student contact time shall be met per State of Michigan School Code requirements. Collaborative work on the Calendar shall begin by March 1st of each year. Calendars for multiple years may be set if both parties agree.

ARTICLE XXIII

DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 2024, and shall continue in effect until August 31, 2027. This agreement shall not extend orally, and it is expressly understood that it shall expire on the date indicated.

ARTICLE XXIV

EVALUATION

- A. The performance evaluation system for the Engadine Consolidated School District shall include a rigorous, transparent, and fair performance evaluation system that includes:
- 1) specific performance goals in consultation with and agreed upon by the teacher to improve their effectiveness in the upcoming school year.
 - 2) an evaluation of the teacher's job performance with timely and constructive feedback.
 - 3) clear approaches to measuring student growth with relevant data on student growth.
 - 4) multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
 - 5) the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
 - b. In consultation with and agreed upon by the teacher, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
 - 6) A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
- B. Process: The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix H.
- 1) Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation.

- b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teacher's will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
- c. The observation must include a review of pupil engagement in the lesson that is observed.
- d. In order to ensure 1.b and 1.c above, the observation shall be no less than thirty (30) minutes.
- e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
- f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form contained in Appendix H.
- g. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur no later than December 15 of each school year.
- h. There may be additional unannounced observations beyond the two required announced observations.
- i. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
 - i. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 30 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
- j. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

- k. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
- l. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:
 - i. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - ii. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - iii. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - iv. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
- m. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
- n. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:

- a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be

provided to the teacher within thirty (30) calendar days after the meeting.

- b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
- c. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
- d. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
- e. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article XIX.

D. Training on evaluation system, tools, and reporting forms:

- 1) Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
- 2) Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE:
 - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix H. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
 - b. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - c. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator’s evaluations.
 - d. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

EDUCATION ASSOCIATION

Jon Krent

BOARD OF EDUCATION

[Signature]

Dated 6/19/24 _____

APPENDIX A

SALARY SCHEDULE

Longevity Payments shall be paid for consecutive years of service, without interruption, at Engadine Consolidated Schools at the following rates:

- Longevity payment of \$500.00 for years 17-20
- Longevity payment of \$750.00 for years 21-24
- Longevity payment of \$1000.00 for years 25-27
- Longevity payment of \$1200.00 for years 28-30

Teacher’s Salary Schedule 2024-25; 2025-26; 2026-27

182 student days/Any days above 182 at the individual’s pro-rated daily rate (Daily Rate=Salary/180)

2024-2025				
	BA	BA+18/PC*	MA/36 CC**	MA+15
1	40,983	41,802	43,893	44,770
2	42,212	43,056	45,209	46,114
3	43,478	44,348	46,566	47,497
4	44,783	45,678	47,962	48,922
5	46,126	47,049	49,402	50,389
6	47,510	48,461	50,884	51,901
7	48,935	49,915	52,410	53,459
8	50,404	51,412	53,982	55,062
9	51,916	52,954	55,602	56,714
10	53,473	54,542	57,270	58,415
11	55,078	56,179	58,988	60,168
12	56,730	57,864	60,758	61,973
13	58,432	59,600	62,580	63,832
15	60,769	61,984	65,083	66,385
17	63,200	64,464	67,687	69,041
20	65,728	67,042	70,395	71,802

**2025-
2026**

**2026-
2027**

	BA	BA+18/PC*	MA/36 CC**	MA+15		BA	BA+18/PC*	MA/36 CC**	MA+15
1	41,802	42,638	44,771	45,666	1	42,638	43,491	45,666	46,579
2	43,056	43,917	46,113	47,036	2	43,917	44,796	47,035	47,977
3	44,348	45,235	47,497	48,447	3	45,235	46,140	48,447	49,416
4	45,678	46,592	48,921	49,900	4	46,592	47,524	49,900	50,898
5	47,049	47,990	50,390	51,397	5	47,990	48,950	51,398	52,425
6	48,460	49,430	51,901	52,939	6	49,430	50,418	52,939	53,998
7	49,914	50,913	53,458	54,528	7	50,912	51,931	54,527	55,618
8	51,412	52,440	55,061	56,164	8	52,440	53,489	56,163	57,287
9	52,954	54,013	56,714	57,848	9	54,013	55,093	57,848	59,005
10	54,543	55,633	58,415	59,584	10	55,633	56,746	59,584	60,775
11	56,179	57,303	60,168	61,371	11	57,303	58,449	61,371	62,598
12	57,865	59,022	61,973	63,212	12	59,022	60,202	63,213	64,476
13	59,600	60,792	63,832	65,109	13	60,792	62,008	65,109	66,411
15	61,985	63,224	66,385	67,713	15	63,224	64,488	67,712	69,067
17	64,464	65,753	69,041	70,422	17	65,753	67,068	70,421	71,830
20	67,043	68,383	71,803	73,238	20	68,383	69,750	73,239	74,703

* BA+20 or PC indicates the granting of a bachelor’s degree and an additional 20 College credits AND/OR granting of a Professional Certification by the State of Michigan Department of Education.

**MA or 36 CC indicates the granting of a master’s degree from an accredited university OR earning 36 credits beyond a bachelor’s degree, regardless of completion of a master’s degree.

Additionally step placement under the new salary schedule will include make-up steps for those employees whom steps had been previously frozen.

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 plans selected by the Area Purchasing Agreement. 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: \$3,000 Class IV Orthodontics: 90% Lifetime Max: \$3,000
Negotiated Life	\$50,000 AD&D
Vision	VSP 3 Plus P 250CL

Plan B: For employees not needing health insurance

Dental Plan	Delta Dental Plan Class I: 100% Class II: 90% Class III: 90% Annual Max: \$3,000 Class IV Orthodontics: 90% Lifetime Max: \$3,000
Negotiated Life	\$50,000 AD&D
Vision	VSP 3 Plus P 250CL
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. The board agrees to pay 50% of the mandated hard cap for single subscriber medical coverage to employees that opt out of health insurance coverage. This is provided the employee presents evidence they otherwise have health insurance that meets the affordability and coverage requirements of the Affordable Care Act. If a husband and wife, or spouses as defined by law, 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.

employees, shall have their options pro-rated in accordance with their length of service for the year.

2024-2025- FINAL ECS 2024-2025 School Calendar



2024-2025 Calendar Details

- August 28 Teacher Work Day
- August 29 All Staff Professional Development
- September 2 NO SCHOOL - Labor Day
- September 3 First Day of School
- October 2 Staff Meeting
- October 14 No School- All Staff Professional Development Day
- November 1 No School- All Staff Professional Development Day End of Quarter 1
- November 6 Staff Meeting
- November 15th All Staff Professional Development Day Staff Meeting
- November 21 School AM Only PM Parent Teacher Conferences
- November 27-29th No School- Thanksgiving Break
- December 4 Staff Meeting
- December 21 - January 1 No School - Christmas Break
- January 3 Staff Meeting
- January 24 Semester Ends- Noon Release/ PM Teacher Record Day
- February 3 Staff Meeting
- February 14 No School- Mid-Winter Break
- February 17 No School- All Staff Professional Development Day
- March 3 Staff Meeting
- March 24-28 No School- Spring Break
- April 2 Staff Meeting
- April 4 End of Quarter 3- Noon Dismissal/ PM Teacher Record Day
- April 15 School AM Only Noon Dismissal PM Parent Teacher Conferences
- April 18 No School- Good Friday
- May 7 Staff Meeting
- May 26 No School- Memorial Day
- June 6 Last Day of School/ Noon Dismissal/ PM Teacher Record Day

00-048Calendar Templates by Vertex42.com

complete their month period may not be established by opportunities

meeting

insurance

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%
Student Council	3%

Acting Administrator	per diem rate of \$100.00 per day
CTE Lead Teacher	annual stipend of \$1000.00 at the completion of the school year

All schedule/appendix D 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 - paid at the BA Step 1 hourly rate

* 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 FORM:

Grievance # _____

School District Distribution (Submit to Administration in Duplicate)

- 1. Superintendent
- 2. Administration
- 3. Association

GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed

Step I

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance:

C. 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 end of the school year after completion and submission of all mentor-mentee logs. Compensation shall be as follows:

Mentee Year 1 \$700.00

Mentee Year 2 \$500.00

Mentee Year 3 \$200.00

APPENDIX G

LETTER OF AGREEMENT

Between
Engadine Consolidated Schools Board of Education
And
Engadine Consolidated Schools Education Association

The Board of Engadine Consolidated Schools and the Engadine Consolidated Schools Education Association agree to provide “merit pay” pursuant to:

The Revised School Code Act 451 of 1976


In the spirit of 380.1250, Compensation will include job performance and accomplishments.

Teachers rated Highly Effective shall receive \$-----

Teachers rated Effective shall receive \$-----

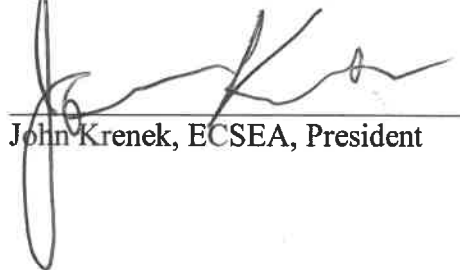
These monies shall be paid on _____ after the employees final rating has been determined and submitted to the State of Michigan Department of Education in June.

FOR THE BOARD/ADMINISTRATION:



Andrew Alvesteffer, Superintendent,
Engadine Consolidated Schools

FOR THE ASSOCIATION:



John Krenek, ECSEA, President

Dated: June 20, 2024

Dated: 6/19, 2024

