

MASTER AGREEMENT
Between
THE BOARD OF EDUCATION
And
THE ECEA/MEA/NEA

This Agreement entered into this 9th day of June, by and between the Board of Education of the School District of Eau Claire, Michigan, hereinafter called the “Board”, and the Eau Claire Education Association/Michigan Education Association / National Education Association, hereinafter called the “Association”.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Eau Claire is their mutual aim and that the character of such education depends predominantly 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 educational standards, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Act 336, Public Acts of 1947 as amended, for all teaching personnel, including personnel on tenure, probation, classroom teachers employed or to be employed in the future by the Board, all special education teachers, guidance counselors and librarians.
- B. Such representation shall exclude Superintendent, Principals and any other personnel engaged 50% or more of the time in supervision of professional personnel except that teachers who have dual teaching and administrative responsibilities shall be represented by the Association in all matters that relate to their teaching duties.

Representation shall also exclude all office, clerical, custodial, transportation, and cafeteria personnel, and teacher aides, and substitute teachers who have not accumulated 150 days of employment in a school year, and teachers in the Adult Education and summer and evening Migrant Education staff.
- C. The term “teacher”, when used hereinafter in this Agreement, shall refer to all professional or certified employees represented by the Association in the bargaining or negotiating unit as above defined.
- D. The term “Board” when used hereinafter in this Agreement shall refer to the Board of Education of the Eau Claire Public Schools and, where appropriate, to its superintendent and administrative employees.

ARTICLE 2
SCHOOL BOARD RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board following prior discussion with the Association. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify or change any work or business hours or days but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge teachers, transfer teachers, assign work to teachers (if outside the teacher's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off teachers.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, and the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.

6. Determine the qualifications of teachers.
7. Determine physical conditions required for the teaching assignment. If it is necessary to evaluate said physical condition of a teacher, the Board shall seek appropriate medical opinions.
8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities. The Board agrees that in all of the foregoing changes it will first discuss with the Association such changes and the educational implications of said changes.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
11. Determine the policy affecting the selection and training of employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms and intentions of this Agreement and then only to the extent such specific and express terms and intentions hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the law.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings and facilities other than during regular school hours for meetings, conferences, and other functions connected with the activities of the Association upon approval of the building principal, or superintendent in absence of the principal.
- B. The Association shall have membership on the school calendar committee and the school handbook committee. Because the school calendar is a negotiable item, except as may be regulated by law, final approval of the school calendar committee's recommended calendar shall be subject to a ratification vote by the Association and the Board.
- C. The Association is herein guaranteed to have the first place for new business on the agenda for each regular school board meeting provided:
 - 1. That the Association business has been submitted to the Superintendent or his/her designee by no later than Wednesday noon preceding the regular board meeting.
 - 2. That the above indicated items of business appear on the agenda of that board meeting as Association business and not as business relative to any specific teacher or to any specific Association member.
- D. The Association shall have the right to use inter-building mail distribution procedures.

ARTICLE 4

ASSIGNMENT, VACANCY AND TRANSFER

A. The Superintendent of Schools has the sole right to assign teachers to positions for which they are certified and qualified. For purposes of assignment, certified is defined as holding a valid Michigan Teaching Certificate in the designated subject areas or grade levels of the assignment and qualified is defined as meeting all of the applicable academic requirements for the position as follows:

1. For positions and grades 7-12 the teacher must possess a major, minor or appropriate hours of academic training.
2. For positions at the elementary levels, the teacher must possess an elementary certification, except for positions in special teaching areas such as music, art and physical education for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program.
3. For any position which requires practical skills such as typing, shorthand, carpentry, musical instruments, or computers, a teacher must possess such skills to be considered qualified for the position.

Assignment of teachers under the provisions of this Article shall be based on the professional needs of the District as determined by the Board and not as a disciplinary measure. As such, assignments made under the terms of this Article shall not be grieved.

B. Written notification of assignments shall be provided by the Superintendent to all teachers as follows:

1. Tenured teachers shall receive written notice of their assignments a minimum of twenty-one (21) calendar days prior to the start of their assignments. However, in the event a teacher resigns after August 1, the Superintendent may change tenured teachers' assignments without

adherence to the aforementioned time limits

2. Probationary teachers shall receive notice of their assignments a minimum of thirty-five (35) calendar days prior to the start of their assignments. However, in the event a teacher resigns after July 15, the Superintendent may change probationary teacher assignments without adherence to the aforementioned time limits.
- C. A position is defined as a designated assignment of grade level and/or subject area(s) to be taught. A vacancy is defined as a position which is unoccupied and is to be filled when all teachers otherwise employed by the school district are assigned to other positions or are awaiting recall and not certified and qualified to fill the unoccupied position. Whenever a vacancy develops and such vacancy is to be filled, the Superintendent or his/her designee shall post notice of the vacancy on bulletin boards in the administrative offices and in the teacher lounges in each school building for not less than five (5) school days before the position is filled. Copies of such postings shall also be sent to the Association president. If the vacancy to be filled develops during the summer recess, copies of such postings shall be mailed to the Association president and the posting time shall be increased to ten (10) calendar days before the position is filled.
- D. In the event that two or more applicants of like qualification, including teachers requesting transfers, apply for the same vacancy the Superintendent will consider relevant factors as presented by the applicant to arrive at a decision in filling the vacancy.
- E. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without serious disruption to the existing instructional program. If such a potential does exist, as determined by the Superintendent, said vacancies may be filled on a temporary basis until the end of the school year at which time the positions will be considered vacant and shall then be posted.

ARTICLE 5

REDUCTION OF STAFF

- A. In the event of a reduction in teaching staff, the board shall retain tenured teachers with the greatest seniority provided they are certified and qualified to teach available positions. In order to avoid layoffs, all teachers will be assigned to any available teaching positions based upon their qualifications/certification by the Superintendent of Schools. No teacher layoff shall occur until all possible staff assignment combinations have been explored in order to maximize full time positions rather than create part-time positions. Certified is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels. Qualified is defined as:
1. For positions and grades 7—12 the teacher must possess a major, minor or appropriate hours of academic training. For any position which requires practical skills such as typing, shorthand, carpentry, musical instruments, or computers, a teacher must possess such skills to be considered qualified for the position.
 2. For positions at the elementary levels: possessing elementary certification, except for positions in special teaching areas such as art, physical education, vocal music, and instrumental music, for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program.
- B. When two or more teachers are equal in the above criteria, the teachers shall be given preference in rank order according to:
1. Full—time equivalent teaching experience in the Eau Claire School District.
 2. Advanced academic degrees related to the subject area to be taught.
 3. Other advanced degrees.
 4. Total semester hours of academic preparation in the subject area to be

taught.

5. Verifiable teaching experience in other educational institutions on file with the Eau Claire School District.

C. Tenured teachers on layoff shall be recalled in order of seniority to the next available position for which they are certified and qualified as defined in Section A above. Recall of probationary teachers to the next available position for which they are certified and qualified is limited to a period not to exceed two years from the date of layoff. Teachers who are notified of recall by certified mail, return receipt requested/addressee only, who fail to respond within five (5) days of the receipt of the notice, or who fail to report for duty within fifteen (15) days of receipt of the notice sent to the last known address, shall be deemed to have abandoned employment with the school district and may be removed from the recall list.

D. Recall rights of teachers on layoff shall terminate three (3) years from date of layoff if:

- (1) teacher has not been recalled to a position for which they are certified and qualified (see ARTICLE 4) and which offers the same length of contract day; or
- (2) teacher is recalled to a position, as in D—1 above, and teacher refuses to return from layoff.

ARTICLE 6

TEACHING CONDITIONS

- A-1. The regular professional teaching day shall be 7 hours and 35 minutes in length except on Fridays and days before holidays when the teaching day shall be 7 hours and 5 minutes in length. The reporting time and dismissal times for teachers shall be determined by the Administration. Teachers shall report to their assigned buildings no later than 10 minutes prior to the start of the first period of the student's school day, and will be in their classrooms and/or their assigned buildings after the close of the student's school day to attend to those matters which properly require attention at the time, including faculty meetings, consultations with parents, conferences and meetings with Administration, or to other matters as directed by the Administration except on days wherein a staff meeting is scheduled with a minimum of seven (7) days advance notice. The teachers' day is shortened by 5 minutes per day to allow for one staff meeting per month that will extend beyond the normal school day. Extended meetings must be scheduled with thirty (30) day written notice.
- A-2. For parent conferences, if evening sessions are scheduled, teachers shall receive hour-for-hour compensatory time off.
- A-3. At least one day at the end of each marking period shall be provided to teachers for completion of teachers' records and student evaluations. Students shall be excused from attendance on these days.
- A-4. Professional Development Days and Record Days shall begin at 8:00 A.M. and end at 3:30 P.M. (on Fridays 3:00) with a one hour of released time for lunch.
- B-1. The normal weekly teaching load for teachers will not exceed 29 hours and 5 minutes of formal pupil instruction/supervision per week. For Middle School teachers this means 30 teaching periods per week including the daily

preparation/planning period. For High School teachers this means 20 teaching periods per week including the daily preparation/planning period. Full time elementary teachers will receive at least 240 minutes of preparation time per week. Counselors and librarians shall be provided with relief and/or preparation time the same as other teachers. Assignment to a supervised study hall period or recess/lunch room supervision shall be considered formal pupil instruction/supervision for purposes of this Article.

B-2. Whenever possible the normal weekly teaching load in the middle/senior high school shall not include more than three (3) subject preparations per semester for any one teacher. No teachers shall be assigned more than two (2) block preparations and one (1) “activity period” preparation per semester without his/her prior notification of assignment. Teachers shall not be assigned more than six (6) subject preparations per year without additional compensation. The normal daily schedule for the Senior High shall be composed of four (4) blocks and one (1) “activity period” each semester. Teachers shall normally be assigned to teach three (3) of the four (4) blocks and the “activity period” each semester. They shall receive one (1) of the four (4) blocks for a conference/preparation period each semester. It is agreed that the block planning time each day shall be used, but not limited to, the following activities:

1. Individual teaching planning/preparation
2. Department meetings
3. Professional collaboration, networking, researching, gathering resources and materials and developing new instructional skills.
4. Professional development, curriculum and cross-planning.
5. Attendance at in-service activities.
6. Assisting students in learning activities. (The following student learning activity time will be implemented.)
 - a. 75 minutes per week, not to exceed 15 minutes per day, shall be

reserved for this purpose.

- b. Such activities shall be on a pre-arranged basis and with the consent of the sending teacher.
- c. An evaluation system will be developed to measure the effectiveness of these activities. A form will be developed to track the usage of time.
- d. After assessment, the student learning activity time may be modified, except that under no circumstances shall the time allotted for the activity be increased.
- e. Teachers may, on a voluntary basis, spend more time as needed for student assistance.

Teachers who are required to teach more than six (6) preps during each year shall be paid \$1,000.00 each year.

Substitute teaching during conference/preparation period in the block schedule:

- 1. Substitute teaching during a teacher's conference/preparation period shall be voluntary.
- 2. Teachers shall have the option of splitting substitute responsibilities with another teacher for any teaching block.
- 3. Teachers shall be paid at the rate of \$26.25 for each full block for which they substitute or \$13.13 for each half-block for which they substitute.
- 4. Elementary teachers shall be released, on an as needed basis with the approval of the principal, for preparation, planning, grade level, department and building-wide meetings.

The organization of the regular high school teaching day may be altered by the Board of Education. Each December, the teaching staff shall be apprised of the regular professional days for the following school year.

A committee comprised of, but not limited to, teachers, administrators and Board of Education members shall be charged to advise the Board of Education regarding any change in the current teaching schedule.

All preparation periods shall be no less than one class period per day under any system adopted.

Any modifications to the school day shall not modify the length of the day or the school calendar except by mutual agreement.

All language in the contract remains the same until the Board of Education votes for a change in the school day. A Letter of Agreement shall be created by the Association and the Board of Education to appropriately reflect the change in the language in B-1 and B-2 of Article 6.

- B-3. Teachers who do not teach the designated load as outlined in Section B-1 will not be entitled to a paid preparation period.
- B-4. Teachers assigned to more than one building must teach at least 22½ hours per week to be eligible for a preparation period.
- B-5. Any teacher who is absent from class due to tardiness, leaving early, or scheduled to attend a meeting not approved in advance by administration (for reasons other than school assigned duties) and whose absence requires the assignment of another teacher to cover that class shall be responsible for the remuneration (via payroll deduct) to the substitute teacher at the rate of \$17.50 per clock hour pro—rated for the time involved. Teachers are not financially responsible if they have attempted to secure a substitute teacher for the school day before 6:30 A.M. If a substitute teacher is needed at 6:30 A.M., teachers should contact the Superintendent’s office.
- B-6. Additionally, whenever a parent is desirous of observing a classroom, every effort

will be made by administration to schedule such a visit a minimum of one (1) school day in advance. Parents will only be allowed to visit and observe classrooms at such times their child is in attendance or during an open visitation period designated by the administration if the parent is anticipating or considering enrolling their child in that school, program or class. This is not intended to prevent the administration from conducting walk through type tours of the building or facilities.

- B-7. If a teacher is assigned to cover or monitor another teacher's class during what would normally be the assigned teacher's preparation period, said assigned teacher shall be paid additional wages at the rate of \$17.50 per clock hour prorated for the time involved.
- B-8. If any teacher shall teach more than the normal teaching load as 'set forth in this Article, he/she shall receive additional compensation at one and one—half (1½) times his/her hourly rate for each teaching period in excess of said normal teaching load. If any teacher agrees to teach more than the normal teaching load it is understood that this section is not in conflict with Sections B-1 and B-2 of this Article.
- C. To relieve teachers of non-professional responsibilities the Board agrees to employ one aide, each, in the elementary and middle/senior high school buildings. The aides shall perform clerical activities as assigned by teachers to include, but not limited to, operating copying equipment, constructing A-V materials and typing teacher materials.
- D. All teachers shall be entitled to a duty-free, uninterrupted lunch period. In each separate building any lunch periods shall be of equal length for teachers in that building. Any change in this policy shall be with the consent of teachers involved.
- E. Telephone facilities shall be made available to teachers for their reasonable use at all times. Each building will have at least one line for teacher use.
- F. Teachers will remain on the assigned school premises during the entire school day,

including the preparation period except by permission of the Building Principal or by his/her designated representative. A teacher's duty—free lunch period is exempt from this provision.

- G. A teacher shall at all times be entitled to have present a member of the Association when he/she is being formally reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made they shall have up to two (2) school days, unless waived mutually by the teacher and the administration, to arrange to have the Association representative present. No action shall be taken with respect to the teacher until the representative from the Association is present. This Section shall not be interpreted to interfere with the responsibility of supervisors to provide constructive criticism for improvement of instruction.
- H. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- I-1. If school is closed due to weather, fire, epidemics, mechanical or electrical failures, health conditions, or other events not within the control of school authorities, teachers shall not be required to report for work.
- I-2. School day(s) lost due to any of the above conditions which are required by State authorities to be made up to avoid loss of State Aid shall be rescheduled at the end of the regular school year. Teachers shall be notified promptly of such intent to reschedule day(s) lost. Any such rescheduled day(s) shall be at no additional salary expense to the Board.
- I-3. The parties agree that before school is closed due to adverse snow or ice conditions consideration shall be given to a delayed or late start for each day in question.
- I-4. If school is closed after teachers have reported for work, teachers shall be dismissed along with the students.
- J-1. All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later,

shall as a condition of employment have deducted from their pay monthly either:

- a. Membership dues of the ECEA/MEA/NEA, or
- b. Representation service fee is determined by Michigan Education Association. Payment of said representation service fee does not construe ECEA/MEA/NEA membership, does not provide ECEA/MEA/NEA voting rights, and does not afford liability protections available through MEA/NEA programs.

J-2. The Association shall certify to the Board at the beginning of each school year the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the proper amount of such deduction, the deduction as certified by the Association shall be placed in an escrow account by the Board until a determination of the proper amount of the deduction has been adjudicated in the proper administrative and/or judicial forums.

J-3. The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgements or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Section or because of clerical error in the administration thereof. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Section.

ARTICLE 7

PROTECTION OF TEACHERS

- A. The Board recognizes that teachers are professionals and shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. A teacher may recommend exclusion of a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable and a detriment to learning for the other students. In such cases, the teacher shall furnish full written particulars of the incident, as soon as his/her teaching obligations permit, to his/her building principal.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. However, a teacher may use reasonable necessary force to protect himself/herself from attack, or to prevent injury to another student.
- C. The procedure for suspension of students from school shall be distributed from the administration to students, teachers, and parents each year.
- D. Any case of assault upon a teacher shall be reported promptly to the Board or to its designated representative. The Board will provide up to five (5) hours of legal counsel for the purpose of advising the teacher of his/her rights and obligations with respect to such assault should the involved teacher so request.
- E. If any formal legal action is taken against a teacher resulting from a teacher's performance within the scope of his/her employment, and such performance is not contrary to or in violation of Board Policy, rules, or regulations, directives issued by the administration or the terms of this Agreement, the Board shall provide said teacher with legal defense against any such formal legal action.

- F. In the event a teacher is required to miss school to meet with legal counsel or law enforcement or judicial authorities, the time lost by the teacher shall not be charged against the teacher provided the teacher has acted within the scope of Board policy and this Agreement.
- G. The Board, at the superintendent's discretion, will reimburse teachers for losses to personal property incurred by teachers while on duty or at school related functions provided said losses were not due to teacher negligence. The Board will not be responsible for any reimbursement covered by personal or homeowner's insurance. The Board, through the superintendent's discretion, upon proper documentation, will reimburse up to a maximum of \$250.00
- H. No action shall be taken upon any formal complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is first reported in writing to the teacher concerned. This is not meant to preclude the administration from doing a preliminary investigation of a complaint.
- I. Each teacher shall have the right, upon his/her request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany said teacher in this review. No material may be placed in a teacher's personnel file without first allowing said teacher an opportunity to submit a written response thereto. Said written response, if made, shall be placed in said teacher's personnel file.

ARTICLE 8

TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel.

The parties agree that it is the right and duty of the administration to evaluate all bargaining unit members. The purposes of the evaluation are to determine the extent to which a bargaining unit member is performing his/her professional duties, to recognize levels of teaching performance, to identify areas of improvement – if necessary – and to provide appropriate and specific techniques and/or resources for improvement of instruction when required. Therefore, to this end, the following procedure has been agreed upon in an effort to accomplish these goals.

- A. The performance of all teachers shall be evaluated in writing.
 1. An evaluation cycle shall be defined as having: (1) a preobservation conference(s); (2) work site observation(s); (3) post observation conference(s); and (4) written evaluation. The preobservation conference may be an individual or group conference and may be in either a formal or informal setting. A single preobservation conference is sufficient for all work site observations during a school year.
 2. Evaluation of Probationary Teachers
Classroom observation of probationary teachers shall be conducted openly and with the full knowledge of the teacher. Observations shall consist of at least two visits to the classroom of a minimum of one day's complete lesson in a subject area per visit, grades pre-school through six and at least thirty (30) consecutive minutes at the middle school and senior high. An additional observation will be

conducted at the request of the teacher. Probationary Teacher Evaluations shall include, in addition to events and conditions present in and during the classroom observation, information that reflects a teacher's overall professional profile, and may include factors and/or conditions not recorded or recognized during a classroom observation.

3. Evaluation of Tenure Teachers

Tenure Teacher Evaluations shall be conducted at least once every three years and prior to April 15. The evaluation shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation. Said observations shall be conducted openly and with the full knowledge of the teacher for a period to time not less than thirty (30) consecutive minutes. A teacher shall be notified in writing not later than November 1 of the year in which an evaluation is to take place. Except when a teacher's performance is deemed unsatisfactory, then further observations shall be made with at least forty-eight (48) hours notice. Tenure Teacher Evaluations shall include information intended to reflect a tenure teacher's overall professional profile. Tenure Teacher Evaluations that include a classroom observation shall not be limited to events during that time, but may include factors and/or conditions not recorded or recognized during said classroom observation. If the tenured teacher has received less than a satisfactory performance evaluation the school district shall provide the teacher with an IDP (Individualized Development Plan) developed by the appropriate administrative personnel in consultation with the individual teacher to address those areas in which the teacher has been rated unsatisfactory.

4. Tenure and Probationary Evaluations may appropriately include information previously made known to and/or discussed with said teacher. All evaluations shall include a general summary of the evaluator's judgment concerning the overall performance of the teacher. Such evaluations shall be based on the sum total of the evaluator's observations and shall include areas of strengths and weaknesses, if noted, along with suggestions for improvement. Copies of evaluations shall be submitted to the teacher at the time of personal interview, which shall be held within ten (10) school days of the evaluation. The teacher will sign the evaluation indicating full knowledge of its contents and will within five (5) school days return two signed copies to the administration; one copy to be retained by the evaluating administrator and one copy to be placed into the teacher's personal file. The third copy is to be retained by the teacher. In the event that a teacher feels his/her evaluation is incomplete, inaccurate or unjust, the said teacher may put his/her objections into writing and have them attached to said evaluation.

B-1. All teacher evaluations shall be conducted by Building Principals, Assistant Principals and/or other qualified full-time administrators. The Board may retain outside qualified evaluators when it is believed the teacher would benefit from such assistance. For purposes of this section, qualified means possessing a valid teaching certificate. Evaluations for Probationary teachers shall be conducted at least twice each year. One evaluation shall be conducted during the first semester, but no later than December 15, and the other during the second semester, but no later than March 15.

B-2. In the event that any teacher wishes to have one additional evaluation conducted, this additional evaluation may be requested by the teacher under

the following conditions: 1) that the evaluation in question rated the teacher overall as “unacceptable” and 2) that such request be made known to the building principal within 5 days after the teacher received his/her copy of the evaluation. If the above conditions do exist, and a request for an additional evaluation is made by the teacher, that evaluation is to take place within 5 working days following the request.

- B-3. The evaluation form used in each building must be agreed upon between the administration and the teaching personnel, through a committee of not more than three teachers selected by the staff, from the respective building. In the event that said committee of teachers and the administration fails to convene and agree upon the evaluation form not later than new teacher orientation day, the most recent existing form shall be deemed agreeable and shall continue in use. Teachers will be provided a copy of the evaluation instrument prior to the beginning of the evaluation cycle.
- B-4. Any judgment of incompetence or unsatisfactory performance must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop a plan of improvement which:
1. Identifies specifically the area(s) that needs improvement.
 2. Provides the employee with specific, appropriate written recommendations for improvement.
 3. Develops a fair and workable timeline for such improvement with stated goals/expectations that are to be observed/implemented successfully.
 4. This timeline shall include follow-up visits to evaluate the area(s) of concern.
 5. Suggests an outline of assistance that the district will make available

in order to assist the teacher with improving their instruction.

- C. Copies of all teacher evaluations and IDP's (Individual Development Plans) will be kept in said teacher's personnel file at the Office of the Superintendent.

ARTICLE 9
PAID LEAVE

- A-1. Probationary teachers shall be entitled to twelve (12) days of PAID leave, in addition to any leave days accumulated from said teacher's previous year(s), to be credited at the start of his/her school year. Absences in excess of accumulated and credited leave shall be deducted from said probationary teacher's salary. PAID leave days not used shall carry over and shall be added to the following year leave allotment.
- A-2. Tenure teachers shall be entitled to twelve (12) days of PAID leave, in addition to any leave days accumulated from previous years in the Eau Claire system, to be credited to him/her at the start of the school year. Absences in excess of accumulated and credited leave shall be deducted from said tenure teacher's salary.
- A-3. PAID leave for teachers shall accumulate without limit. Each returning teacher shall be given written notification at the beginning of the school year of the number of PAID leave days which he/she has accumulated.
- A-4. PAID leave days are for use as protection against loss of income because of absences due to:
- a) personal illness
 - b) personal health care
 - c) family illness
 - d) family health care
 - e) maternity/adoption/child care
 - f) funeral/bereavement

Limits to the use of PAID leave shall include: 6-8 weeks for maternity or adoption, 2 weeks for child care associated with maternity or adoption, and 5 days for funerals or bereavement, of which the first two (2) such funeral or bereavement

days of parents, spouse, children, siblings, in-laws, grandparents, step-brothers, step-sisters, step-mothers, step-fathers, step-children and grandchildren, per occasion, shall not be deducted from sick leave. All indicated use limits may be extended by the Superintendent or his/her designee upon written request.

- A-5. Twenty-four (24) hours written notice to the Building Principal shall be required concerning requests for PAID LEAVE for reasons other than those mentioned in A-4. PAID leave shall be granted by the building principal based on the availability of substitutes. The principal will notify the person requesting paid leave within twenty-four (24) hours whether the request has been denied. PAID leave may not be used consecutively on scheduled school days, except by the approval of the superintendent. To apply for the use of PAID leave on consecutive school days, the request must be made in writing to the superintendent forty-eight (48) hours prior to the requested leave. The superintendent has the sole authority to grant consecutive PAID days.
- A-6. Any tenured teacher employed by the Board, upon leaving the employment of the Eau Claire Public Schools and who has at least 12 years of employment in the district, shall receive, as additional gross earnings, a sum of money equal to the total number of the teacher's accumulated and unused PAID LEAVE days (up to a maximum of 110 days) times one-half of the in-force substitute teacher pay rate. Teachers who are on staff and have accumulated more than 110 PAID LEAVE days as of the end of the 1998-99 school year shall be paid for all of their accumulated and unused PAID LEAVE days (even if that total is above 110 days) as of the end of the 1998-99 school year OR the number of accumulated and unused PAID LEAVE days at the time of leaving employment, whichever is less, times one-half of the in-force substitute teacher pay rate. Teachers who are on staff during the 1998-99 school year and have less than 110 accumulated days at the end of 1998-99 shall be allowed to accumulate and be paid for all accumulated days up to 110.

This additional sum shall be subject to taxes and other deductions as normally affect earnings. This payment may be included in the remaining pays for that teacher.

- B. Up to two (2) days of PAID leave may be used for any reason without disclosure of said reason.
- C. PAID LEAVE may not be used on days immediately before or after vacations, legal holidays, record days or teacher work days except in the event of sudden emergency or by superintendent approval. Teachers absent during indicated non—use days may be asked to provide documentation of reasons, and may suffer loss of wages for said absences.
- D. Partial days of PAID LEAVE up to two (2) hours may be used/granted with the approval of the building administrator if scheduled in advance.
- E. After an absence due to illness, the teacher may be required to have a clearance certificate signed by a physician stating the teacher is able to return to work.
- F. The Board of Education may, at its discretion, require any teacher to submit to physical and/or psychiatric examination by a physician designated and paid for by the Board of Education. If the teacher desires his/her own physician, he/she shall pay the cost. A teacher using his/her own physician must agree to allow a consulting physician designated by the Board to review his/her medical records and consult with the attending physician about his/her condition. Statements made by the physicians will be considered by the Board of Education as evidence in determining the teacher's fitness to continue his/her employment. In cases where the teacher's attendance record shows recurring absences which appear to be the result of a chronic illness, the Board may require the teacher to verify the condition and visit his/her doctor for treatment at stated intervals.
- G. In the event that any teacher shall have exhausted his/her PAID LEAVE under the

provisions of this Article for reasons of extended illness and/or disability, said teacher shall be placed on a leave of absence without pay for such time as is necessary for his/her complete recovery not to exceed one year, unless extended by the Board. Upon return from leave, said teacher shall be assigned to the same position when available, or to a substantially equivalent position when available.

- H. Disability and/or illness related to pregnancy will be treated as any other disability and/or illness.
- I. In cases where the teacher is eligible to receive worker compensation paid benefits, PAID LEAVE may be used to supplement the compensation benefit received such that the total amount paid to a teacher will equal but not exceed the regular salary for the period of absence, provided such use does not result in reduction of the worker's compensation benefit.
- J-1. Professional Development leave, not chargeable against the teacher's PAID LEAVE accounts, may be granted for developmental meetings, conventions, conferences, clinics or seminars by prior approval from the Superintendent or his/her designee.
- J-2. Any teacher so approved to attend said Professional Development activities may be reimbursed for reasonable expense of travel, meals, lodging, and registration fees. Also, the Board shall provide the substitute teacher needed to relieve the participating teacher. Participating teachers may be required to submit a written or oral report regarding each Professional Development activity. As a further condition to attending such Professional Development activities at board expense, the teacher agrees he/she shall teach in the Eau Claire Public Schools for one school year after completion of the training.

If said teacher voluntarily leaves the Eau Claire Public School District at any time prior to the full year from time of training, the teacher will reimburse the district any costs incurred to the district over one hundred fifty (\$150.00) dollars. Teachers required by the district to attend Professional Development activities will be

exempt from the reimbursement costs.

- K. Jury Duty or Court Appearance: Any teacher absent due to jury duty or court appearance, provided such appearance is connected with or arises out of being a teacher in the school district, shall not lose salary, benefits or leave time. Any compensation, excluding meal and mileage allotments, received for such appearance or duty shall be given to the Board.

ARTICLE 10

UNPAID LEAVES OF ABSENCE

- A. To the extent required by the provisions of the federal Family Medical Leave Act (FMLA), an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law in all respects.
- B. 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 his/her recommendation to the Board. The Board shall consider the request and provide an answer granting 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. Upon the return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled for the next school year at the effective date of the leave.
- C. The Board shall grant an unpaid leave of absence following the request by a teacher for such a leave according to the reasons and under the conditions as follows:
 - 1. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all paid leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. Upon written request, the Board, at its discretion, may grant an extension of one (1) additional year's leave. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave.
 - 2. A military leave of absence shall be granted to any teacher who shall be

inducted. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Rights granted under this Section will terminate upon any voluntary extension of such military service.

3. A leave of absence shall be granted to any teacher upon application for the purpose of parental care of his/her newborn or newly adopted child per Family Medical Leave Act. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave.

D. All leaves shall be subject to the following conditions:

1. All leaves of absence shall not be extended, unless expressly approved 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 for the next school year at the effective date of the leave, unless otherwise specified by the terms of this Article.
3. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave thirty (30) days in advance.
4. All leaves shall be for the remainder of the school year and/or a full school year unless otherwise expressly approved by the Board of Education or specified by the terms of this Article or Family Leave Act. Return from leaves specified in Section B of this Article shall be at the beginning of the school year immediately following expiration of the leave period.
5. A teacher who desires return from an unpaid leave, upon expiration of his/her leave shall be considered as an applicant for any vacancy for which he/she is certified and qualified. The teacher will be returned to a vacancy ahead of any less senior teacher available for recall from layoff. A teacher

will be returned to a vacancy for which he/she is certified and qualified provided the return does not result in the layoff of a tenured teacher who has been actively employed the previous school year. Refusal of a position that is not equivalent in time to a position previously held shall not affect a teacher's recall rights under this leave.

ARTICLE 11

SUPERVISION OF STUDENT TEACHING

- A. Qualified teachers shall be encouraged to participate in the student teaching program. A teacher shall be qualified if he/she holds at least a Bachelors Degree, is a tenured teacher and has completed at least one full year of teaching in the Eau Claire System.
- B. A supervising teacher may have only one student teacher per school year.
- C. No student teacher shall be assigned to a supervising teacher without the prior written consent of both the supervising teacher and the building principal.
- D. All qualified teachers participating in the student teacher program shall be encouraged to take a course in Supervision of Student Teaching from any accredited college or university.
- E. All monies paid to the Eau Claire Public Schools by colleges or universities for supervision of their student teachers in the Eau Claire system shall be forwarded promptly to the supervising teachers responsible for said student teachers.
- F. Any deviations from the guidelines herein established shall require prior written consent by the Board and by an involved teacher.

ARTICLE 12

CURRICULUM COUNCIL - PROFESSIONAL DEVELOPMENT

- A. The current K-12 Curriculum Council charges shall be expanded to include professional development and policy advisory functions as outlined below. The Association shall be entitled to eleven (11) representatives on the Council and paid according to the stipend in Article 16. The Council shall, in conjunction with its in-service training responsibilities, be responsible for determining needs, goals and directions for the district's in-service training programs and make its recommendations to the Superintendent and Board. The programs shall be implemented based upon Administrative directives. The Board shall assume all reasonable costs for in-service programs.

As part of its responsibilities, the Council shall:

- (a) Develop criteria for the ongoing evaluation of all instructional programs;
- (b) Annually review and recommend policies concerning all testing programs and instructional management systems;
- (c) Review and make recommendations on all innovative programs; and
- (d) Make recommendations concerning policies relating to the district's instructional programs and curriculum.

Changes in existing instructional programs and proposed new instructional programs shall be reviewed by the Council and the Council may make recommendations prior to implementation. The Council may work as subcommittees to review and recommend based upon grade level and/or subject area issues.

- (e) Review current and potential instructional materials for racial bias, gender bias and multi-cultural sensitivity.
- B. On In-Service Days the teachers' day shall end no earlier than the pupil's regular school day, and no later than 3:30 P.M.

- C. In the event that the in-service activities continue beyond the above stated time, teachers shall receive either hour—for—hour compensatory time off or be paid at the rate of \$25.00 per prorated clock hour.

ARTICLE 13

LEAST RESTRICTIVE ENVIRONMENT

In order to assist special needs students that have an IEPC in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Educational Planning Committee, the following transition Guidelines will be followed:

- A. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been recommended for placement shall be invited to serve on the IEPC for that student.
- B. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or the like.
- C. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
- D. All voting members of an IEP Committee shall have the right to reconvene the Committee by first contacting the district's Special Education Coordinator for the purpose of reviewing and recommending revisions of the current Individualized Education program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

ARTICLE 14

PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

- A. The salaries of teachers covered by this Agreement are set forth in the salary schedule which are attached to and incorporated in this Agreement. Refer to SALARY SCHEDULE located in the Addenda of this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- Effective 2008-2009 school year – 0%
- Effective 2009-2010 school year – 2%
- Effective 2010-2011 school year – 2%
- B. The salary schedule is based upon a normal weekly teaching load, as defined in Article 6, beginning the first day of orientation and concluding the last contract day. For extra work the teacher shall be compensated according to Article 16 Extra-Duties, or in the absence of same, according to individual additional work agreements.
- C. Teachers will be given full credit for time spent in the armed services teaching regular academic subjects in the capacity of counselor or instructor or teacher in an armed services school or academy provided the teacher applies for return within 90 days of discharge. Credit will not be allowed for time spent instructing in the arts and crafts of military combat or other non-academic subjects or endeavors.
- D. A teacher who earns advanced credits which qualifies him/her for placement on a different salary schedule shall be placed on the new schedule at the beginning of the school year if the advanced credit was earned before September 1. Notification and documentation of such advancement must be made to the business office no later than October 15. If the credit was earned after September 1 and before

February 1, the teacher shall receive additional compensation equal to one-half (1/2) of the difference between his/her existing step and the next higher step on the salary schedule for the remainder of the year. Notification and documentation of such advancement must be made to the business office no later than March 15.

- E. Contracted salary amounts will be divided into twenty-one (21) or twenty-six (26) equal installments. Anyone who is on the 26 pay plan may collect the last six (6) payments on the completion of the school year.

- F. Payroll deductions shall be available for the following:
 - 1. Selected Insurance Options
 - 2. Credit Union (bi-weekly).
 - 3. Tax Sheltered Annuities (bi-weekly or monthly).
 - 4. ECEA/MEA/NEA Dues (10 payments).
 - 5. Local Education Association Representation Fee (10 payments)
 - 6. United Way
 - 7. PAC contributions as noticed by an annual affirmative request.

- G. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 30 of any year.

- H. The salary schedule shall have 14 steps BA minimum to BA+15 maximum and 16 steps MA/BA + 45 minimum to MA/BA + 45 maximum. BA + 45 is defined as a BA with 45 hours of approved/assigned credit.
 - 1. Approved credit are those classes approved by the Superintendent.

2. Assigned credit is work completed such as ITIP and given a credit hour equivalent by the Superintendent which would be credited to those teachers participating in such programs.
3. For those individuals hired after the ratification of this Agreement by both parties, BA+15 shall be BA+18.

ARTICLE 15

INSURANCE

- A. The Board shall provide to full-time teachers, group life insurance, medical and hospitalization insurance, and designated options and MESSA-PAK.
- B. For those teachers choosing Plan A (Super Care I) below, the Board shall pay 90% of the premium and the teacher shall pay 10% for the 2008-2009 school year. For Plan B, the Board will pay the cost of the plan.
- C. For those teachers choosing Plan A (Super Care I) below, the Board shall pay the current premium rate amount of the Plan C (Choices II – 2P) towards Plan A (Super Care I). The teacher shall pay the premium cost difference between Plan A (Super Care I) and Plan C (Choices II – 2P) for the 2009-2010 school year.
- D. For those teachers choosing Plan C the board shall pay 93% of the monthly premium and the teacher shall pay 7% of the monthly premium contribution for the 2008-2009 and 2009-2010 school year. In addition to the Plan A teachers paying the difference between Super Care I and Choices II – 2P, they shall pay 7% monthly premium contribution for the 2009-2010 school year.
- E. For those teachers choosing Choices II – 2P, the Board shall pay 90% of the premium and the teacher shall pay 10% for the 2010-2011 school year. Super Care I will not be offered for the 2010-2011 school year.

Plan A For Employees Needing Health Insurance

Super Care 1 (with the MESSA Care Rider)

Long Term Disability	66 2/3%
	\$3,000 maximum
	90 calendar days – modified fill
	Freeze on Offsets
	Alcoholism/drug addiction 2 year
	Mental/Nervous 2 year
Delta Dental	C 03 (50/50/50: \$1,000)
Negotiated Life	\$25,000 AD&D
Vision	VSP-3

Plan B For Employees Not Needing Health Insurance

Delta Dental	80/80/80: \$1,200	80:\$1,200
Vision	VSP-3 Plus	
Negotiated Life	\$50,000	
Long Term Disability	66-2/3%	
	Same as above	
Annuity	2008 - 2009	\$300 per month
	2009 – 2010	\$300 per month
	2010 – 2011	\$300 per month

Plan C For Employees Needing Health Insurance

MESSA Choices II with \$5/10 RX

Long Term Disability	66 2/3%
	\$3,000 maximum
	90 calendar days – modified fill
	Freeze on Offsets

	Alcoholism/drug addiction 2 year	
	Mental/Nervous 2 year	
Delta Dental	70/70/70:\$1,200	70:\$1,200
Negotiated Life	\$25,000 AD&D	
Vision	VSP-3 plus	

- C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing September 1st for new teachers and October 1st for returning teachers and ending September 30th of the following year as long as the teacher has completed a full year contract or at the end of the teacher's last month of employment.
- D. All teachers hired after December 1, 2006 shall have the choice of either Plan B or Plan C above.

ARTICLE 16

EXTRA-DUTIES

- A. The extra-duty schedule herein represents those positions that have been officially approved by the Board of Education. Any additional provisions will be subject to approval by the Board. The Board will consider the need for the position, the adequacy of funds, and the recommendations of the administration in arriving at its decision. Positions can be temporarily established by the Superintendent subject to approval by the Board at its next official meeting. And, during a budget crisis and/or low numbers in student extra-curricular participation, the Eau Claire School Board has the discretion of eliminating up-to-five j.v. and/or assistant coaching positions in a school year.

- B. Upon appointment to an extra-duty position, the employee shall continue in that position unless he/she is notified within sixty (60) calendar days of the end of their sport season that he/she is not to be retained. Teachers not retained in their current extra-duty position for the next school year shall be provided a complete explanation. Failure to notify the teacher involved within the said sixty (60) days shall result in the employee being retained in that position unless he/she resigns. The sixty (60) day timeline commences following the completion of the extra-duty pay sheet and the subsequent signing by the Athletic Director and ends following the next upcoming Regular Board of education meeting closest to the sixty (60) day timeline.

- C. Vacancies for extra duty positions shall be posted for a minimum of ten (10) calendar days before an appointment is made.

- D. Consideration shall be given for appointment of teachers employed with the Eau Claire Public Schools prior to reserves the right to appoint the person it determines

is best qualified for the position. Persons who are not teachers employed by the Eau Claire Public Schools may be appointed to extra-duty positions.

- E. Assignment to and release from extra-duty positions shall not be grievable except as provided for by the guidelines in this Article.
- F. Payment for assigned extra-duty responsibilities shall follow the conclusion of the season, the completion of the activity, or the submission and approval of time sheets. For those activities which are of full-year duration and sports related, payment shall be made in one-third increments to coincide with the completion of the fall, winter and spring sport seasons. Stipends of full year duration, not related to sports, will be paid at the end of the school year after meeting the job description requirements.
- G. Upon request by a teacher, a free pass to all school sponsored extra—curricular activities shall be provided. The pass is good for said teacher only.
- H. Approved Positions for Stipend Amounts:

	<u>1999-2002</u>
Band Director	\$2,523.00
**The Band Director’s stipend may be paid over his/her salary payment schedule	
National Honor Society Director	\$253.00
Annual Director	\$545.00
Student Senate Coordinator High School	\$1001.00
Student Senate Coordinator Middle School	\$619.00
Senior Class Sponsors (2)	\$284.00 each
Junior Class Sponsors (2)	\$319.00 each
Sophomore Class Sponsors (2)	\$199.00 each
Freshman Class Sponsors (2)	\$199.00 each
Quiz Bowl Sponsor	\$316.00
Cloverleaf Spelling Contest Sponsor	\$237.00
Middle School Math Competition Sponsor	\$237.00

Elementary Art Teacher	\$237.00
Elementary PE/Music Program–Per individual/Per Event	\$237.00
High School Musical/Drama Production:	
Coordinator/Music Director --- per event	\$354.00
Drama Coach --- per event	\$237.00
Art Director --- per event	\$237.00
Costume Director --- per event	\$237.00
High School Cheerleading coach (per team, per sport season)	\$875.00
Middle School Cheerleading coach (per team, per sport season)	\$526.00
K-6 Curriculum Council Member	
Math	\$662.00
Language Arts	\$662.00
Science	\$662.00
Social Studies	\$662.00
Specials	\$662.00
7-12 Curriculum Council Members	
Math	\$662.00
Language Arts	\$662.00
Science	\$662.00
Social Studies	\$662.00
Specials	\$662.00
K-12 curriculum Council Members	
Vo-Tech	\$662.00
I.S.S. Supervisor	\$2,651.00
Photographer H.S. Varsity (Basketball/Football/Volleyball – per event)	\$15.00
Science Olympiad (per squad per year) Elementary/Middle School-Senior High School	\$316.00
H.S. Basketball Official Scorer/Football Statistician (per night)	\$25.00

- I. Any teacher who agrees to give up his/her duty free lunch period or a part thereof to help supervise school activities such as lunchroom or noon detention shall be paid at the rate of \$17.50 per prorated clock hour.
- J. Any additional assigned responsibilities before and/or after the regular school day shall be paid at the rate of \$17.50 per prorated clock hour. This payment shall apply to the following: P.T.A. representatives, curriculum committee activities, school district designated members to area and/or regional committees or any other activity which is approved by the Administration. In addition, any mileage incurred as a result of the responsibility shall be reimbursed at the current Board approved rate.
- K. Approved positions receiving payment based upon the Extra Duty Payment Schedule.

Football	--	Head Coach
	--	Varsity Assistant (2)
	--	Junior Varsity (2)
	--	Middle School (2)
Girls' Basketball	--	Head Coach
	--	Junior Varsity Coach
	--	Middle School (2)
Golf	--	Head Coach
Cross Country	--	Head Coach
Boys' Basketball	--	Head Coach
	--	Junior Varsity Coach
	--	Ninth Grade
	--	Middle School (2)

Volleyball	--	Head Coach
	--	Junior Varsity Coach
	--	Middle School (2)
Wrestling	--	Head Coach
	--	Junior Varsity Coach
	--	Middle School (1)
Baseball	--	Head Coach
	--	Junior Varsity Coach
Softball	--	Head Coach
	--	Junior Varsity Coach
Tennis	--	Head Coach
	--	Junior Varsity Coach
Track	--	Head Coach
	--	Assistant Coach
	--	Middle School (2)

M. Extra Duty payment Schedule

The exact dollar amount to be paid shall be determined at the conclusion of each sport season by the Athletic Director and the Superintendent. Said individuals shall utilize the percentage factors included in the Extra Duty Schedule.

N. Extra Duty Payment Schedule Percentages

1.	Length of season (weekly basis)	.4%	
2.	Number of teams		
	Different levels responsible for	1.4%	/level
3.	Budget responsibilities		
	1. Below \$500	.4%	
	2. \$501 - \$1500	1.0%	
	3. \$1501 or more	2.0%	
4.	Number of contests		
	1. 10 or less	.8%	
	2. More than 10	1.6%	
	3. Extended day activities	.2%	for over 6 hrs.
5.	Number of participants coached		
	1. 1-10	.7%	
	2. 11-15	1.0%	
	3. 16-25	1.4%	
	4. 26-35	1.8%	
	5. 36+	2.2%	
6.	Experience Factor		
	Each year in program	.2%	

*See definition of factors for additional amount to be awarded for tournament competition.

0. Definition of Extra Duty Payment Schedule Percentage Factors

1. Length of season:

The length of season has been defined as that period of time beginning four (4) weeks before the first possible state scheduled contest and ending with district tournament competition or its equivalent. Tournament play beyond the district level will be remunerated through the following formula:

# of Individuals Coached	Percent/Week
1-3	.1%
4-7	.2%
8-11	.3%
12 or more	.4%

2. Number of teams:

All head coaches will be given credit for those teams in their sport which are under their control. All other coaches will receive credit for only those teams for which they have coaching responsibilities. Should a head coach also be appointed to coach another team “under their control” (see above), the head coach shall not claim said team when completing #2 on the Extra Duty worksheet for Coaches.

3. Budget responsibilities:

The head coach of each sport is responsible for their individual sport’s total budget. They will be placed on the graduated scale in this factor according to the dollar amount budgeted for their sport for that school year.

4. Number of contests:

Each coach will receive credit for his/her team’s total number of competition dates for scrimmages, games, meets, matches, and tournaments.

5. Number of participants coached:
Each coach shall receive credit for the number of individuals he/she actually coaches.
6. Experience factor:
The experience factor of .2% shall be applied to all years of experience, including the current year, in the Eau Claire System. Year-for-year experience may be granted to persons from outside the Eau Claire System at the discretion of the Administration.
7. Extended day activities:
Regular season competition events which involve more than 6 hours of time from the start of the event shall be compensated for at a rate of 2% per each such date. Extended day activities are for Saturday and/or non-school day scheduled contests and will be computed from the time the team leaves the school until it returns. Any coach who is required to chaperone a bus to Benton Harbor, shall be paid at the rate of \$17.50 per pro-rated clock hour. (Extended day activities shall also be used if applicable, to league and/or state scheduled events.)
8. A written contract shall be provided for Eau Claire Public School District employment for athletic extra-duty curricular activities.

ARTICLE 17

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, order, policy or regulation of the Board, or any specific directive or guideline from any Eau Claire administrator as to wages, hours or terms or conditions of employment, may be processed at the discretion of said teacher, group of teachers or the Association through the steps of the Grievance Procedure hereinafter set forth.
- B. A claim by any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of law—State or Federal—including but not limited to the Michigan School Code, the Michigan Public Employees Relations Act and the Federal Equal Employment Opportunity Act; or of any other provision of law, including court decisions and/or arbitration rulings, may be processed at the discretion of said teacher, group of teachers or the Association through Step 4 of the grievance procedure.
- C. **Step 1.** In the event a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal within two (2) working days after the occurrence of the event upon which it is based. The teacher shall be entitled to have an Association representative present during such discussion. In the event the teacher chooses to have an Association representative present, the principal shall be entitled to have present a member of the administrative staff.
- Step 2.** If, as a result of the informal discussion with the building principal, a grievance still exists, the grievance must be reduced to writing—stating the facts upon which it is based and when they occurred, specifying the section of the

Agreement which allegedly has been violated, signed by the aggrieved teacher or teachers or by the Association representative, and presented to the building principal concerned with the problem within three (3) working days after the oral conference referred to above. The building principal shall give the aggrieved teacher a written answer within five (5) working days after receipt of the written grievance, and give a copy thereof to the chairman of the Association's grievance committee and a copy to the Superintendent of Schools.

Step 3. If the aggrieved teacher decides to appeal the decision of the principal, either he/she or the chairperson of the Association's grievance committee shall notify the Superintendent, in writing, within three (3) working days after receipt of the principal's answer, of this intent to appeal. The Superintendent shall meet with the teacher and the Association representative within five (5) working days after receipt by the Superintendent of the written notice of appeal. The Superintendent shall prepare the written Second Step answer and give one (1) copy thereof to the aggrieved teacher and one (1) copy to the chairperson of the Association's grievance committee within five (5) working days after such meeting.

Step 4. In the event the grievance is not resolved by the Third Step, the matter may be appealed to the Board provided a written notice of such appeal by the aggrieved teacher or Association's Representative is presented to the Superintendent within ten (10) working days after receipt of the Third Step answer. If such appeal is taken, the Board of Education shall meet with the Teacher and Association's Representative to attempt to resolve the grievance within ten (10) working days after receipt of the notice of appeal to this Step or next regularly scheduled Board Meeting, whichever occurs later. A copy of the Board's disposition of the grievance shall be given to the Association and to the teacher involved within five (5) working days after such meeting.

Step 5. If any grievance is not settled under Step 4 hereof, the Association may within thirty (30) days after receiving the fourth step answer or following the

deadline for the answer if no answer has been issued by the Board of Education within the specified time period, notify the other party and the Federal Mediation and Conciliation Service Office of Arbitration Services (“FMCS-OAS”) of its desire to submit the grievance to arbitration and obtain a panel of seven (7) arbitrators. If the grievance has not been submitted to arbitration within thirty (30) calendar days, it shall be considered withdrawn. Either party shall have the option of requesting a second and final panel of arbitrators from FMCS-OAS. The FMCS-OAS panels shall consist of arbitrators from the Mid-West. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The parties will alternate from one grievance to the next on the choice of striking a name first or second, with the Board having the choice on the first grievance submitted for arbitration. The parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. The arbitrator shall have no power to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties. Each party shall bear its own expenses in connection with the arbitration, however, the expenses and fees of the arbitrator shall be borne equally by both parties.

- D. The time limits at any Step of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one Step to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event a grievance is not answered at any Step of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next step.

- E. If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the Second Step of the grievance procedure.
- F. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- G. A teacher engaged during the school day in negotiating in behalf of the Association with any representatives of the Board or participating in any professional grievance negotiation including arbitration shall be released from regular duties without loss of salary. Such release from regular duties shall apply to such negotiations scheduled or requested by the Board during the school day.
- H. The form for filing a grievance is the Grievance Report. Refer to GRIEVANCE REPORT located in the Addenda of this Agreement.

ARTICLE 18

SCHOOL CALENDAR

- A. For the term of this Agreement, the school calendar for 2008-2009, 2009-2010, and 2010-2011 school years, when established, shall become a part of this Agreement. (Refer to school calendar located in the addenda of this contract.)
- B.
1. The school year shall consist of contract days and/or hours not greater than during the 2006 – 2007 school year..
 2. Membership days and/or hours as allowed by the State Department of Education shall be honored.
 3. The last contract day for teachers shall include those year-end responsibilities considered necessary by the Administration including requisition of materials for the ensuing school year, inventories and equipment storage. (See Addenda for current school year calendar).

ARTICLE 19

DURATION OF AGREEMENT AND PROFESSIONAL NEGOTIATIONS

- A. This Agreement shall be effective as of September 1, 2008 and shall continue until August 31, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. Upon the request of either party served upon the other in writing any time following ninety days prior to the expiration date of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement within thirty (30) days from the date the request is received by the other party.

ARTICLE 20

MENTOR TEACHERS

- A. The building principal shall appoint a person, who qualifies under Section 1526 of Public Act 335 of Public Act of 1993 as a mentor for each probationary teacher. Any person so selected may decline to serve as a mentor. Bargaining unit members shall be given first consideration.
- B. A mentor teacher who is a member of the bargaining unit, shall have at least three years of teaching experience and shall have received a satisfactory rating on their most recent evaluation. Exceptions to this may be made if these criteria cannot be met.
- C. Every reasonable effort shall be made to match mentor teachers and probationary teachers who work in the same building and have the same areas of certification.
- D. Probationary employees shall only be assigned to one (1) mentor teacher at a time.
- E. The mentor teacher's assignment shall be for one (1) school year subject to review by administration. The appointment may be renewed in succeeding years.
- F. No later than the end of the first year that a bargaining unit member serves as a mentor teacher, he/she shall attend a workshop or conference approved by the administration for the purpose of training the bargaining unit member to serve as a mentor teacher. An individual's expenses resulting from said workshop or conference shall be reimbursed pursuant to regular School District policy.
- G. Mentor release time shall be provided in those K-12 special areas for probationers to consult with special staff when needed and with prior approval of the building administration.
- H. Upon request, the Administration shall make available reasonable release time so the mentor may work with the probationer in his/her assignment during the regular workday. When possible, the mentor and probationary teachers will be assigned a common preparation time.
- I. The mentor teacher shall not participate in the supervision or evaluation of the probationary teacher. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the probationary teacher's evaluation.
- J. Each Mentor so engaged pursuant to this Article shall receive a stipend of \$200 with an additional \$100 being granted for and towards the purchase of additional classroom supplies.

GRIEVANCE REPORT FORM

Reference: Master Agreement,
Article XVI, Professional Grievance Procedure

GRIEVANCE REPORT Number School Year

DATE FILED: _____

GRIEVANT: _____

INCIDENT

DATE OF INCIDENT: _____

DESCRIPTION: _____

DOCUMENT REFERENCE: _____

MEETING WITH PRINCIPAL

DATE OF MEETING: _____

PARTICIPANTS: _____

EVENTS: _____

DISPOSITION: _____

PRINCIPAL: _____

DATE: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

SIGNATURE: _____

DATE: _____

FORMAL WRITE-UP: PRINCIPAL'S LEVEL

TIMELINE: _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

GRIEVANT/ASSOCIATION: _____

DATE: _____

DISPOSITION BY PRINCIPAL: _____

PRINCIPAL: _____

DATE: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

SIGNATURE: _____

DATE: _____

APPEAL TO SUPERINTENDENT

TIMELINE: _____

DATE OF MEETING: _____

PARTICIPANTS: _____

EVENTS: _____

DISPOSITION: _____

SUPERINTENDENT: _____

DATE: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

SIGNATURE: _____

DATE: _____

APPEAL TO BOARD OF EDUCATION

TIMELINE: _____

DATE OF MEETING: _____

PARTICIPANTS: _____

EVENTS: _____

DISPOSITION: _____

BOARD OF EDUCATION: _____

DATE: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

SIGNATURE: _____

DATE: _____

REFERRED TO ARBITRATION: YES NO ASSOCIATION SIGNATURE: _____

DATE: _____

COMMENTARY: _____

SIGNATURE: _____

DATE: _____

EAU CLAIRE PUBLIC SCHOOLS

2009 – 2010 SCHOOL CALENDAR

August 31	Monday	New teachers report
September 1	Tuesday	Professional Development
September 2	Wednesday	1/2 day Professional Development 1/2 day meeting with principals
September 3	Thursday	Teachers work in rooms
September 4	Friday	Labor Day vacation
September 7	Monday	Labor Day vacation
September 8	Tuesday	First day of school, full day
November 6	Friday	End of first marking period – no students (43 student days)
November 10	Tuesday	Full day - evening conferences
November 12	Thursday	Half day – pm and evening conferences
November 13	Friday	Full day students
November 25	Wednesday	No school – teacher comp time
November 26	Thursday	No school – Thanksgiving break
November 27	Friday	No school – Thanksgiving break
December 18	Friday	Holiday break begins at end of day
January 4	Monday	School resumes
January 18	Monday	Martin Luther King Day - no school
January 22	Friday	End of 1 st semester - no students (40 student days, 83 days in semester)
February 15	Monday	President's Day – no school
March 26	Friday	End of 3 rd marking period – nostudents (43 student days)
March 31	Wednesday	Full day – evening conferences
April 1	Thursday	Half day – pm and evening conferences
April 2	Friday	no school – teacher comp time
April 5 – 9	Mon.-Fri.	No school – Spring Break
April 12	Monday	School resumes
May 31	Monday	No school – Memorial Day
June 3	Thursday	Last day for students (42 student days, 85 days in semester)
June 4	Friday	Last day for teachers

Teachers do not report on MLK Day. November 25 and April 2 are comp time days.

Total student days – 168 Total teacher days – 178

Student Days:

Lybrook	7:45 – 2:52	Half-days	7:45-11:10
MS/HS	7:50 – 3:00	Half-days	7:50 – 11:15

Teacher Days: 7:35 – 3:10

EAU CLAIRE TEACHERS SALARY SCHEULE

2008-2009

<u>Step</u>	<u>BA</u>	<u>BA+</u>	<u>MA</u>
1	\$26,699	\$31,021	\$31,688
2	\$30,450	\$32,261	\$33,050
3	\$31,668	\$33,501	\$34,412
4	\$32,886	\$34,741	\$35,775
5	\$34,107	\$35,982	\$37,138
6	\$36,031	\$37,222	\$38,498
7		\$38,461	\$39,860
8		\$39,701	\$41,222
9		\$40,942	\$42,586
10		\$42,183	\$43,948
11		\$43,420	\$45,310
12		\$44,655	\$46,672
13		\$45,900	\$48,029
14		\$48,082	\$49,397
15			\$50,759
16			\$53,606

MA/BA+45 BONUS: \$150 for each three (3) semester hours of credit beyond MA/BA+45.

2009-2010

<u>Step</u>	<u>BA</u>	<u>BA+</u>	<u>MA</u>
1	\$27,233	\$31,641	\$32,322
2	\$31,059	\$32,906	\$33,711
3	\$32,301	\$34,171	\$35,100
4	\$33,544	\$35,436	\$36,491
5	\$34,789	\$36,702	\$37,881
6		\$37,966	\$39,268
7		\$39,230	\$40,657
8		\$40,495	\$42,046
9		\$41,761	\$43,438
10		\$43,027	\$44,827
11		\$44,288	\$46,216
12		\$45,548	\$47,605
13		\$46,818	\$48,990
14		\$49,044	\$50,385
15			\$51,774
16			\$54,678

2010-2011

<u>Step</u>	BA	BA+	MA
1	\$27,778	\$32,274	\$32968
2	\$31,680	\$33,564	\$34385
3	\$32,947	\$34,854	\$35802
4	\$34,215	\$36,145	\$37220
5	\$35,485	\$37,436	\$38638
6		\$38,726	\$40053
7		\$40,015	\$41470
8		\$41,305	\$42887
9		\$42,596	\$44306
10		\$43,887	\$45723
11		\$45,174	\$47141
12		\$46,459	\$48558
13		\$47,754	\$49969
14		\$50,025	\$51393
15			\$52810
16			\$55772

SIGNATURE PAGE

For the Association:

Susan Ferry, President

Amy Berget

Kim Hartstein

Mark Peppel

Joni Plangger

Rulesha Payne, UniServ Director

For the Board:

Mark Costello, Interim Superintendent

Darrell Ferguson, President

Anita Harner, Vice President

David Sprague, Secretary

Will Renbarger, Treasurer

Craig Burbach, Trustee

Don Geisler, Trustee

Timothy Ferry, Trustee