

**MASTER AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**OF THE EAU CLAIRE PUBLIC SCHOOLS**

**&**

**THE EAU CLAIRE EDUCATION ASSOCIATION**

**MEA/NEA**

**2020-2021**

(Approved August 10, 2020)

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**MASTER AGREEMENT  
BETWEEN THE BOARD OF EDUCATION  
AND THE EAU CLAIRE EDUCATION ASSOCIATION**

This Agreement is entered into on 10 August 2020 by and between the Board of Education and the Eau Claire Public Schools, Eau Claire, Michigan, (the “Board”), and the Eau Claire Education Association/Michigan Education Association/National Education Association, (“the Association.”)

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.

The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve education standards.

The parties have reached certain understandings which they desire to confirm in this Agreement and in consideration of the following mutual covenants, agree as follows:

**ARTICLE 1: RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in the Michigan Public Employment Relations Act (PERA), 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 the 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.
- C. The term “teacher” refers to all professional or certified employees represented by the Association in the bargaining unit defined above.
- D. The term “Board” refers 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. All rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished 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 District’s business, the equipment, and 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 the Agreement.
3. The right to direct the working forces, including the right to hire, promote, transfer teachers, suspend and discharge 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 operations, 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 the essential job functions required for the teaching assignment. If it is necessary to evaluate a teacher's ability to perform the essential job functions of the assignment, the Board shall seek appropriate medical opinions.
8. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, 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 management organization, its functions, authority, amount of supervision and the table of organization 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, and the use of related judgment and discretion shall be limited only by the specific terms of this Agreement and then only to the extent such specific terms conform with the Constitution and laws of Michigan and the United States.

Nothing in this Agreement 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 guaranteed to have the first place for new business on the agenda for each regular School Board meeting provided that:
  - 1. The Association business has been submitted to the Superintendent or designee by no later than Wednesday noon preceding the regular Board meeting.
  - 2. The above indicated item(s) 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 bargaining unit employee.
- D. The Association shall have the right to use inter-building mail distribution procedure.

### **ARTICLE 4: ASSIGNMENTS**

- A. The Superintendent has the sole right to assign Teachers to bargaining unit positions.
- B. Written notification of assignment will be sent to Teachers by the Superintendent or designee to all teachers.
- 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 District are assigned to other positions or are awaiting recall and not certified and qualified to fill the unoccupied position.

### **ARTICLE 5: TEACHING CONDITIONS**

- A. Professional Teaching Day
  - 1. The regular professional Teaching day shall be seven (7) hours and thirty-five (35) minutes in length, except on Fridays and days before holidays when the Teaching day shall be seven (7) hours and five (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 ten (10) minutes before the start of the first period of the student's day, and will be in their classrooms and/or

their assigned buildings after the close of the student's 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 other matters as directed by the Administration except on days where a staff meeting is scheduled with a minimum of seven (7) days' advance notice. The Teachers' day is shortened by five (5) minutes per day for the one (1) staff meeting per month that will extend beyond the normal school day.

Extended meetings must be scheduled with thirty (30) day written notice.

2. For parent conferences, if evening sessions are scheduled, Teachers shall receive hour-for-hour compensatory time off .
3. At the end of each semester Teachers shall be provided time (up to 1/2 day) for completion of teachers' records and student evaluations.
4. Professional Development Days and Records Days shall begin no sooner than 8:00 A.M. and end no later than 3:00 P.M. (on Friday 3:00 P.M.) with one (1) hour of release time for lunch.

#### B. Teacher Workload

1. The normal teaching load for full time teachers will be no less than 31 hours but not exceed 32.5 hours of formal student instruction/supervision per week (which includes teacher preparation time of at least 240 minutes per week that all full-time teachers receive). Full-time teachers will receive at least two hundred forty (240) minutes of preparation time per week. Counselors and librarians shall be provided with relief and/or preparation time the same as other teachers.
2. Teachers shall not be assigned more than four subject preparations per semester without additional compensation of \$500.00 per additional preparation per semester. Band and Physical Education courses are considered to be one subject each and do not qualify for this stipend.

Substitute Teaching during a Teacher's conference/preparation period shall be paid at the rate of twenty-five dollars (\$25.00) for each full period for which they substitute.

- a. 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. Each December, the Teaching staff shall be apprised of the regular professional days for the following school year.

A committee composed of, but not limited to, teachers, administrators, and Board members shall be charged to advise the Board of any changes in the current

teaching schedule.

All preparation periods shall be no less than one (1) 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 this Agreement remains the same until the Board votes for a change in the school day. A letter of Agreement shall be created by the Association and the Board to appropriately reflect a change in the language in B-1 and B-2 of this article.

3. Teachers who do not teach the designated load as outlined in Section B-1 will not be entitled to a paid preparation period.
  4. Teachers assigned to more than one (1) building must teach at least 22.5 hours per week to be eligible for a preparation period.
  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 remuneration (via payroll deduct) to the substitute teacher at twenty-five (\$25.00) per clock hour pro-rated for the time involved.
  6. Additionally, when a parent wants to observe 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 provision is not intended to prevent the administration from conducting walk- through type tours of the building or facilities.
  7. When the district is unable to secure a substitute teacher and a teacher(s) is assigned to cover or monitor another Teacher's class for any part of the school day or during what would normally be the assigned Teacher's preparation period, the assigned Teacher shall be paid a portion of the \$135 rate determined by the daily sub costs of \$95 and \$175 (7 periods at \$25 per/hour).
  8. If any Teacher teaches more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at one and one half (1 1/2) times his/her hourly rate for each teaching period in excess of the normal teaching load. If any Teacher agrees to teach more than the normal teaching load, this section does not conflict with Section B-1 and B-2 of this Article.
- C. All Teachers shall be entitled to a duty-free, uninterrupted lunch period. In each separate building all lunch periods shall be of equal length for Teachers in that building. Any change

in this policy shall be with the consent of the Teachers involved.

- D. 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.
- E. 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 designee. A Teacher's duty-free lunch period is exempt from this provision.
- F. School Closures
  - 1. If the school is closed (short term) due to weather, fire, epidemics, mechanical or electrical failures, health conditions, or other events not within the control of school authorities, Teachers are not required to report for work.
  - 2. In the event of an extended school closure in which the District is closed due internal or external emergencies outside of the District's control (i.e. Pandemic). The employee shall report to work on time unless notified otherwise by the Superintendent or designee to work remotely.
  - 3. 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 School Aid, shall be rescheduled on the identified date(s) through mutual agreement between the Board and Association. 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.

- 4. Before school is closed to adverse weather conditions, consideration shall be given to a delayed or late start for each day in question.
  - 5. If the school is closed after teachers have reported for work, Teachers shall be dismissed along with the students.
- H. The Association agrees to indemnify and hold the Board and its individual Board members, harmless against all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise from any action taken by the Board to comply with this Section or because of clerical error in its administration. A payment for these specific reasons shall be made directly from the Association to the demanding party and the Board shall not be obligated to pay out any monies for any reason associated with the provisions of these sections above

## **ARTICLE 6 PROTECTION OF TEACHERS**

- A. The Board recognizes that Teachers are professionals and shall give all reasonable support and assistance to Teachers as to the maintenance of control and discipline in the classroom. A teacher may recommend exclusion of a student from one (1) class for up one



(1) school day when the grossness of the offense, 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 follow guidelines set forth in Board Policy and MCL 380.1309.

- B. Discipline problems are less likely to occur in classes where a high level of student interest is maintained. 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 physical force as necessary for self-defense or the defense of another.
- C. The procedure for suspension of students from school shall be distributed from the Administration to students, Teachers, and parents each year.
- D. Any 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 as 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 this Agreement, the Board shall provide the Teacher with legal defense against any such formal legal action upon written request from the Teacher.
- F. If a Teacher is required to miss school to meet with legal counsel or law enforcement of judicial authorities pertaining to a school related incident, time lost by the Teacher shall not be charged against the Teacher, provided the teacher has acted within the scope of the Board Policy, rules or regulations, directives issued by the Administration and this Agreement.
- G. The Board, at the Superintendent's discretion, will reimburse a Teacher for loss to personal property incurred by a Teacher while on duty or at a school- related functions, provided said loss was 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 two-hundred and fifty (\$250) dollars.
- 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 unless otherwise prohibited by law. This provision does not preclude the Administration from conducting a preliminary investigation of a complaint.
- I. Each Teacher shall have the right, upon request, to review the contents of his/her personnel file. An Association representative may, at the Teacher's request, accompany the Teacher in this review. No material may be placed in a Teacher's personnel file without first allowing the

teacher an opportunity to submit a written response. The written response, if made, shall be placed in the Teacher's personnel file.

**ARTICLE 7 PAID LEAVE**

A. Teachers shall be entitled to twelve (12) days of paid leave, in addition to any leave days accumulated from the Teacher's previous year(s) in the District, to be credited at the start of his/her school year.

1. Absences in excess of accumulated and credited leave shall be deducted from the Teacher's salary. Paid leave days not used shall carry over and shall be added to the following leave allotment.
2. 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.
3. Paid leave days are for use as protection against loss of income because of absences due to:
  1. personal illness
  2. personal health
  3. family illness
  4. family health care
  5. maternity/adoption/child care
  6. funeral/bereavement

Limits to the use of paid leave shall include: five (5) days for funeral or bereavement, of which the first two (2) such funeral or bereavement days for parents, spouse, children, siblings, in-laws, grandparents, 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.

4. To apply for special use of Paid Leave days for reasons other than what is listed in A-3 on days before a holiday or scheduled breaks, or on consecutive scheduled school days, the teacher must submit a written request to the Superintendent within at least 5 days prior to the requested day. The Superintendent has the sole authority and discretion to grant the request based on the number of requests, the number of prior requests made by individual making requests, and the availability of substitute teachers.
5. Any Teacher employed by the Board, upon leaving the employment of the Eau Claire Public Schools and who has at least twelve (12) years of employment in the District, shall receive, as additional gross earnings, a sum of money equal to the total number of Teacher's accumulated and unused leave days (up to a maximum of one hundred and ten (110) days) times one-half of the current substitute Teacher

pay rate. Teachers who are on staff and have accumulated more than one hundred and ten (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 one hundred and ten (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 on-half (1/2) of the current substitute Teacher pay rate. Teachers who are on staff during the 1998-99 school year shall be allowed to accumulate and be paid for all accumulated days up to one hundred and ten (110).

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

- B. Up to four (4) 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 for sudden emergency or by Superintendent or his/her designee's approval. Teachers absent during indicated non-use days may be asked to provide documentation of reason(s), and may suffer loss of wages for said absences.
- D. After an absence due to illness, the Teacher may be required to have clearance certified/signed by a physician stating the Teacher is able to return to work.
- E. The Board may, at its direction, require any Teacher to submit to physical and/or psychological examination by a physician designated and paid for by the Board. If the Teacher desires his/her physician to conduct the exam, 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, as evidence in determining the Teacher's fitness to continue his/her employment. When 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 physician for treatment at stated intervals.
- F. If any Teacher exhausts his/her paid leave under this Article due to extended illness and/or disability, the 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 (1) year, unless extended by the Board. Upon return from leave, the Teacher shall be assigned to a substantially equivalent position when available.
- G. Disability and/or illness related to pregnancy will be treated as any other disability and/or illness.
- H. When the teacher is eligible to receive worker's 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 absence period provided such use does not result in reduction of the worker's compensation benefit.

I. Professional Development

1. Professional Development leave, not chargeable against the Teacher's paid leave account, may be granted for developmental meetings, conventions, conferences, clinics, or seminars by prior approval from the Superintendent or designee.
2. Any Teacher 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. A participating Teacher 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 shall teach in the Eau Claire Public Schools for one (1) school year after completion of the training.

If the Teacher voluntarily leaves the Eau Claire Public Schools, at any time, before the full year from time of training, the Teacher will reimburse the District any cost incurred to the District over one hundred fifty (\$150) 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 District, shall not lose salary, benefits or leave time. Any compensation, excluding meal and mileage allotments, received from such appearance or duty shall be given to the Board.

## **ARTICLE 8 UNPAID LEAVES OF ABSENCE**

- A. To the extent required by the Family and 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.
- B. Teachers may submit a request for a leave of absence without pay, to the Board for consideration. The request shall be in writing on the application provided by the Board and contain a full explanation of the reason(s) for the desired leave of absence.

The application shall be submitted to the Superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application. Upon 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 uniformed services 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 scale as he/she would have been had he/she taught in the District during such period.
3. A leave of absence shall be granted to any teacher upon application for the purposes of parental care of his/her newborn or newly-adopted child per the Family and Medical Leave Act. Upon return from such leave, the Teacher shall be placed at the same 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.
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 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 for a full school year unless otherwise expressly approved by the Board or specified by this Article or the Family and Medical 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 to 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.

## **ARTICLE 9 SUPERVISION OF STUDENT TEACHING**

- A. Qualified Teachers are encouraged to participate in the student teaching program. A Teacher shall be qualified if he/she holds at least a Bachelor's Degree, is a tenured Teacher, and completed at least one (1) full year of teaching in the District. Teachers with Master's degrees will be given first consideration.
- B. A supervising Teacher may have only one (1) 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 are encouraged to take a course in Supervision of Student Teaching from any accredited college or university.
- E. All monies paid to the District (if any) by colleges or universities for supervision of their student teachers in the District shall be forwarded promptly to the supervising Teachers responsible for said student Teachers.
- F. Any deviation from these guidelines requires prior written consent by the Board and the involved Teacher.

## **ARTICLE 10 CURRICULUM COUNCIL-PROFESSIONAL DEVELOPMENT**

- A. The current K-12 Curriculum Council changes 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 13. 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 recommendation 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:

1. Develop criteria for the on-going evaluation of all instruction programs.
2. Annually review and recommend policies for all testing programs and instructional management systems;
3. Review and make recommendations for all innovating programs.
4. Make recommendations concerning policies relating to the District 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 before implementation. The Council may work as subcommittees to review and recommend based upon grade level and/or subject area issues.)
5. Review current and potential instructional materials for racial bias, gender bias, and multi-cultural sensitivity.

- B. On in-service days, the Teacher's Day shall end no earlier than the student's regular school day and no later than 3:00 p.m.
- C. If 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 twenty-five (\$25.00) per pro-rated clock hour.
- D. Professional Development (Required versus highly recommended Professional Development):
  - 1. Required PD: This is professional learning that is required of teachers (outside of teacher contract) and is necessary for teachers to complete the training for expected implementation. The district will pay employee(s) registration fee and \$25/hour.
  - 2. Highly Recommended PD: This is an opportunity in which the goal is for the teacher to have increased knowledge which could/should be applied in the classroom. These professional learning opportunities are more about increasing professional knowledge, rather than specific strategies and methods that will need to be implemented. District may limit the number of participants. The district may pay the employee(s) registration fee and a \$75/day stipend (approval required)
  - 3. Optional PD: This includes professional development opportunities a teacher might be interested in, but are not necessarily a district priority. The district may pay employee(s) registration fee (approval required).

## **ARTICLE 11 PROFESSIONAL COMPENSATION AND FRINGE BENEFITS**

- A. The salaries of Teachers covered by this Agreement are set forth in the salary schedule which is attached to this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as defined in Article 5, beginning the first day of orientation and concluding the last contract day. For extra work the Teacher shall be compensated according to Article 13 (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 that the Teacher applies for return within ninety (90) days of discharge. Credit will not be allowed for time spent for instructing military combat or other non-academic subjects.
- 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 in 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. United Way
- G. The salary schedule shall have BA minimum, BA Plus 15 maximum, and MA, of approved hours/assigned credit.
  - 1. Approved credit are those classes approved by the Superintendent.
  - 2. Assigned credit is work completed such as District approved Professional Development and approved MDE clock hours or college coursework. (SCECH)

## **ARTICLE 12 INSURANCE**

- A. The Board shall provide to full time Teachers, group life insurance, medical and hospitalization insurance, and designated options (with MESSA Insurance Company).
- B. The District's contribution to the Teacher's medical benefit plan shall not exceed the Hard cap costs established by the Department of Treasury pursuant to the Publicly funded Health Insurance Contribution Act. MCL 15.561 et seq. A Teacher shall pay any cost that exceeds this amount which shall be deducted from the teacher's compensation.
  - 1. Those electing no health insurance receive \$300/month cash in lieu.
  - 2. Ancillary benefits are covered at 100% for anyone who receives cash in lieu.
- C. The Board shall make payments of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing July 1<sup>st</sup> and ending June 30<sup>th</sup>, in accordance with the established MESSA insurance calendar.

## **ARTICLE 13 ACADEMIC EXTRA DUTIES**

- A. The academic extra-duty positions represents those positions that have been officially approved by the Board. Any additional positions are subject to Board approval. The



Board will consider the need for the position, the adequacy of funds, and the recommendations of 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. During a budget crisis and/or low numbers in any of the approved positions, the Board will use the same criteria that is to be used when considering adding a new position for considering the elimination of a position.

- B. Upon appointment to an academic 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 responsibilities that he/she is not to be retained. Teachers not retained in their current academic 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 Administrator of record and ends following the next regular Board meeting closest to the sixty (60) day timeline.
- C. Vacancies for academic extra duty positions shall be posted for a minimum of ten (10) calendar days before an appointment is made.
- D. While consideration shall be given for appointment of Teachers employed with the District, the Board reserves the right to appoint the person it determines is best qualified for the position. Persons who are not Teachers employed by the District may be appointed to academic extra-duty positions.
- E. Assignment to and release from academic extra-duty positions may be grieved, except as provided by the guidelines of this article.
- F. Payment for assigned extra-duty responsibilities shall be made at the conclusion of the school year and the submission and approval of required form(s). For those academic extra-duty assignments which are of full-year duration stipends 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 that teacher only.
- H. Approved Positions for Stipend Amounts:
  - a. Band Director \$2,500.00 (stipend may be paid over the salary payment schedule)
  - b. Homework Club
    - High School Teacher \$1500 stipend for 60 Sessions (2/week 1 hr. each)
    - Middle School Teacher \$1500 stipend for 60 Sessions (2/week 1 hr. each)
    - Elementary Teacher \$1000 stipend for 40 Sessions (1-2/week 1 hr. each)
  - c. National Honor Society \$253.00

- d. Yearbook Director \$545.00
- e. Student Senate Coordinator-High School \$1,001.00
- f. Student Senate Coordinator-Middle School \$619.00
- g. Senior Class Sponsor(s)(1) \$284.00 each
- h. Junior Class Sponsor(s) (1) \$319.00 each
- i. Sophomore Class Sponsor(s) (1) \$199.00 each
- j. Freshman Class Sponsor(s) (1) \$199.00 each
- k. Quiz Bowl Sponsor \$316.00
- l. Science Olympiad \$319
- m. Cloverleaf Spelling Contest Sponsor \$237.00
- n. Middle School Math Competition Sponsor \$237.00
- o. Elementary Art \$120 (*per event outside of school day*).
- p. Elementary Music \$120 (*per event outside of school day*).
- q. High School Musical/Drama Production:
  - Coordinator/Music Director \$354.00
  - Drama Coach \$237.00
  - Art Director \$237.00
  - Costume Director \$237.00
- r. K-6 Curriculum Council Member:
  - Math \$662.00
  - Language Arts \$662.00
  - Science \$662.00
  - Social Studies \$662.00
  - Specials \$662.00
- s. 7-12 Curriculum Council Members:
  - Math \$662.00
  - Language Arts \$662.00
  - Science \$662.00
  - Social Studies \$662.00
  - Specials \$662.00
- t. Any additional assigned responsibilities before and/or after the regular school day or

beyond teacher contract days (i.e. Summer Professional Learning), shall be paid at the rate of twenty-five (\$25.00) per prorated clock hour.

## **ARTICLE 14 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 may be processed at the discretion of said Teacher, group of teachers, or the Association through the steps of the Grievance Process.

B. **Step 1:** If 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. If the teacher chooses to have an Association representative present, the Principal is 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(s) 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 concerned shall give the aggrieved teacher a written answer within five (5) working days after receipt of the written grievance, and give a copy to the chairperson of the Association's grievance committee and a copy to the Superintendent.

**Step 3:** If the aggrieved teacher(s) appeals the Principal's decision, 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(s) 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 to the aggrieved teacher(s) and one (1) copy to the chairperson of the Association's grievance committee within five (5) working days after such meeting.

**Step 4:** If 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(s) 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 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 the 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(s)

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) calendar days after receiving the fourth (4<sup>th</sup>) step answer of following the deadline for the answer if no answer has been issued by the Board, 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 or panels 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 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.

At arbitration, the grievant may not raise any new allegation(s) or rely on evidence not previously disclosed in the grievance process.

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. Further, the arbitrator has not authority to rule on the merits of a prohibited or illegal bargaining subject under PERA.

The arbitrator’s decision shall be consistent with the Uniform Arbitration Act., MCL 391.1681.

The arbitrator’s decision shall be final and binding the parties.

Each party shall bear its own expenses in connection with the arbitration; however, the arbitrator’s expenses and fees shall be borne by the losing party. The Association shall be considered to have lost the decision if it does not receive all of the requested relief. If the arbitrator’s decision is split between the parties, the arbitrator shall apportion the parties’ fees and expenses.

- C. The time limits at any Step of the grievance procedure may be extended by mutual agreement. If 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. If 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.
- D. 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.

- E. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- F. A Teacher, engaged during the school day, in negotiations on 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. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for union release time. Such release from regular duties shall apply to such negotiations scheduled or requested by the Board during the school day.
- G. The form for filing a grievance is the Grievance Report, located in the appendix of this Agreement.

## **ARTICLE 15 SCHOOL YEAR CALENDAR**

- A. For the term of this Agreement, the 2020-2021 school year calendars, when established, shall become a part of this Agreement.
- B. Calendar agreements:
  - a. The school year shall consist of contract days and/or hours not greater than those established by State guidelines.
  - b. Membership days and/or hours as allowed by the Michigan Department of Education shall be honored.
  - c. On any records days (1/2 or whole day) teachers may choose to work outside the district to complete their grades as long as grades are posted no later than the timeline set by the building administrator.
  - d. 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.

## **ARTICLE 16 DURATION OF AGREEMENT AND PROFESSIONAL NEGOTIATIONS**

- A. This Agreement shall be effective as of August 10, 2020, and shall continue until June 30, 2021. 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 (90) days before 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 17 MENTOR FOR TEACHERS**

- A. The Building Principal shall appoint a person, who qualifies under Section 1526 of the Revised School Code as a mentor for each probationary Teacher. Any person so selected may decline to serve as a mentor. Bargaining unit employees shall be given first consideration.
- B. A mentor Teacher who is a bargaining unit employee, shall have at least three (3) years of teaching experience and shall have received an effective rating on his/her most recent evaluation. Exceptions to this standard 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 certification areas.
- D. Probationary employees shall only be assigned to one (1) mentor Teacher at a time.
- E. No later than the end of the first year that a bargaining unit employee serves as a mentor Teacher, he/she shall attend a workshop or conference approved by the Administration for the purposes of training the bargaining unit employee to serve as a mentor teacher. An individual's expenses resulting from said workshop or conference shall be reimbursed pursuant to District policy.
- F. Mentor release time shall be provided in those K-12 specials areas for probationers to consult with special staff when needed and with prior approval of the Building Administration.
- G. 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.
- H. Each mentor so engaged pursuant to this Article shall receive a stipend of two hundred dollars (\$200.00) with an additional one hundred dollars (\$100.00) being granted for and towards the purchase of additional classroom supplies.

## **ARTICLE 18 EMERGENCY MANAGER**

An emergency manager appointed under the Local Government and School District Fiscal Responsibility Act, MCL 141.1501 et.seq. may reject, modify, or terminate this Agreement as provided in that act.

# GRIEVANCE REPORT FORM

REFERENCE: \_\_\_\_\_ MASTER AGREEMENT

## ARTICLE 19, 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:**

SIGNATURE: \_\_\_\_\_ 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:** \_\_\_\_\_

**EAU CLAIRE EDUCATION ASSOCIATION**  
**SALARY COMPENSATION**  
**2020-2021**

<b>Level</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>
0	36,086	38,175	39,213
1	37,475	39,588	40,766
2	38,866	41,003	42,321
3	40,256	42,416	43,869
4	41,665	43,838	45,421
5	43,074	45,241	46,973
6	44,483	46,655	48,529
7	<b>\$46,043</b>	48,068	50,080
8		49,478	51,633
9		50,855	53,184
10		52,304	54,730
11		54,797	56,290
12		56,707	57,842
13		58,617	61,086
14		60,627	62,224
15		<b>\$62,187</b>	63,362
16			64,500
17			<b>\$66,060</b>

# SIGNATURE PAGE

## FOR THE ASSOCIATION

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Association President

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Association Member

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Association Member

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Association Member

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Association Member

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UniServ Director MEA

## FOR THE BOARD

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Board President

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Board Vice President

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Board Treasurer

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Board Secretary

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Board Trustee

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Board Trustee

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Board Trustee

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Superintendent