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AGREEMENT

Between

BOARD OF EDUCATION - ESCANABA AREA PUBLIC SCHOOLS

and

MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT

2008-2011

Table of Contents

1
2
3
4 Article I - Recognition..... 1
5
6 Article IIA - Teacher Rights 2
7
8 Article IIB - Board Rights 3
9
10 Article III - Professional Compensation 3
11
12 Article IV - Teaching Hours 4
13
14 Article V - Teaching Loads and Assignments 6
15
16 Article VI - Teaching Conditions 9
17
18 Article VII - Vacancies, Promotions and Transfers 11
19
20 Article VIII - Sabbatical Leave 13
21
22 Article IX - Leave Pay 14
23
24 Article X - Leaves of Absence 15
25
26 Article XI - Terminal Leave 17
27
28 Article XII - Insurance Protection 19
29
30 Article XIII - Teacher Evaluation 21
31
32 Article XIV - Protection of Teachers 22
33
34 Article XV - Negotiation Procedures 23
35
36 Article XVI - Grievance Procedure 24
37
38 Article XVII - Miscellaneous Provisions 29
39
40 Article XVIII - Agency Shop 30
41
42 Article XIX - Student Teachers 33
43
44 Article XX - Reduction in Personnel and Recall 33
45
46 Article XXI - Experimental and Innovative Programs 34
47
48 Article XXII - School Improvement Program 35

49

50 Article XXIII - Least Restrictive Environment 35

51

52 Article XXIV - Adult Education 36

53

54 Article XXV - Mentor Teachers 37

55

56 Article XXVI - Duration of Agreement 38

57

58 Appendix A - Salary Schedule 39

59

60 Appendix B - Summer School Attendance, Foreign Travel & Extension Courses 44

61

62 Appendix C - Extra Duty Pay Schedule 45

63

64 Appendix D - Calendar for Evaluation of Probationary Teachers 51

65

66 Appendix E - Addenda for Two-Way Interactive Network School in the
67 Delta-Schoolcraft Intermediate School District 53

68

69 Appendix F - School Calendar 54

70

71 Appendix G - Letter of Understanding..... 55

72

73 Appendix H - Letter of Understanding (Bencor)..... 56

74

75 Appendix I - Family Medical Leave Act 57

76

77 Appendix J - Payroll Resolution..... 61

78

79 Appendix K -Election of Retirement and Universal Service Credit Benefits 62

80

81

82

83

84

85 Signature Page 38

86 **AGREEMENT**

87
88 This agreement effective as of the 6th day of October, 2006, by and between the Board
89 of Education of the Escanaba Area Public Schools, hereinafter "Board", and the Upper
90 Peninsula Education Association - Michigan Education Association, Escanaba District,
91 hereinafter called the "Association".

92 **WITNESSETH**

93
94 WHEREAS, the Board and the Association recognize and declare that providing a
95 quality education for the children of the Escanaba Area Public Schools is their mutual aim and
96 that the character of such education depends upon the quality and morale of the teaching
97 service, and the Board of Education and administrative personnel of this district, and
98

99
100 WHEREAS, the members of the teaching profession are particularly qualified to
101 recommend programs and policies designed to improve educational standards, and
102

103 WHEREAS, the Board and the Association have a statutory obligation pursuant to Act
104 379 of the Michigan Public Acts of 1965, to bargain with each other relative to hours, wages,
105 terms, and conditions of employment, and
106

107 WHEREAS, the parties, following extended and deliberate professional negotiations,
108 have reached certain understandings which they desire to reduce to writing.
109

110 In consideration of the following mutual covenants, it is hereby agreed as follows:
111

112 **ARTICLE I - RECOGNITION**

113
114
115 A. The Board hereby recognizes the Association as the exclusive bargaining
116 representative, as defined in Section II, Act 379 Public Acts of 1965, for all professional
117 personnel, including personnel on tenure and probation, classroom teachers, guidance
118 counselors, librarians, school psychologists and social workers, speech, hearing, and
119 physical therapists, special education teachers, adult education teachers, itinerants,
120 advising or supervising teachers, teachers of the housebound or hospitalized, teachers
121 having attendance duties or responsibilities, school nurses, employed (whether or not
122 assigned to a public school building), but excluding supervisory (those who hire, fire, or
123 evaluate the above mentioned personnel) and executive personnel, custodial and other
124 non instructional employees, supervisory personnel from colleges and universities, and
125 intermediate district personnel. Teaching principals will be excluded from the bargaining
126 unit. The term "teacher", when used hereinafter in this Agreement, shall refer to all
127 employees represented by the Association in the bargaining or negotiating unit as
128 above defined, and references to male teachers shall include female teachers.
129

130 B. The Board agrees not to negotiate with any teachers' organization other than the
131 Association for the duration of this Agreement.
132
133

134 C. Nothing contained herein shall be construed to deny or restrict to either party hereto
135 rights he may have under the Michigan General School Laws or applicable civil service
136 laws and regulations. The rights granted to teachers hereunder shall be deemed to be
137 in addition to those provided elsewhere. Nothing contained herein shall be construed
138 to deny to the Board of Education or its designee of the Escanaba Area Public Schools
139 any rights or duties each may have under the Michigan General School Laws or
140 applicable civil service laws and regulations.

141
142 D. The Escanaba Area School District does not discriminate on the basis of race, color,
143 national origin, sex, age or disability or any other category prohibited by law.
144

145 **ARTICLE IIA - TEACHER RIGHTS**

146
147 A. Pursuant to Act 379 of the Public Acts of 1965, the Board agrees that every employee
148 of the Board represented by the Association hereunder, shall have the right freely to
149 organize, join and support the Association and other concerted activities for the purpose
150 of engaging in collective bargaining or negotiation for mutual aid and protection to the
151 extent permitted by law. The Board and the Association undertake and agree that each
152 will comply with all of the laws of the State of Michigan now in force or enacted during
153 the period of this agreement.

154
155 The Board further agrees that it will not discriminate against any teacher with respect
156 to hours, wages or any terms or conditions of employment by reason of his membership
157 in the Association, his participation in any activities of the Association or collective
158 professional negotiations with the Board, or his institution of any grievance, complaint
159 or proceeding under this Agreement or otherwise with respect to any terms or conditions
160 of employment.

161
162 B. The Association and its members shall have the right to use school building facilities at
163 all reasonable hours for meetings, provided that such meetings do not conflict with
164 previously scheduled meetings or activities. No teacher shall be prevented from
165 wearing insignia, pins or other identification of membership in the Association either on
166 or off school premises. Specific bulletin boards, public address systems, school mail
167 boxes and telephones within the school system shall be made available to the
168 Association for Association business.

169
170 C. The Board shall furnish to the Association all records available under the Freedom of
171 Information Act upon written request.

172
173 D. Copies of the approved minutes, agendas of regular and special Board meetings, and
174 new or proposed Board Policies after the first reading shall be sent promptly to the
175 President of the Association.

176
177 E. Bargaining unit members shall have access to their personnel file and may review all
178 materials therein, except confidential letters of recommendation requested by the
179 bargaining unit member related to employment application. Bargaining unit members
180 shall receive copies of any materials to be placed in their personnel file and shall be
181 afforded an opportunity to provide written response for inclusion in the file.

182 F. Written or verbal complaints of a serious nature requiring timely action shall be provided
183 to the bargaining unit member(s) within ten (10) working days of time that the immediate
184 supervisor had been notified of the Complaint. Written or verbal complaints as
185 described above that were not made known to the bargaining unit member within the
186 ten (10) days after the complaint is made known to the immediate supervisor shall not
187 be entered in the personnel record of the bargaining unit member in any way.
188 Bargaining unit members may cause letters of recommendation to be placed in their
189 personnel file as permitted by law. It is understood that circumstances and issues of
190 a criminal, legal, or legally confidential nature involving law enforcement agencies may
191 not be subject to this 10-day limitation.

192 193 **ARTICLE IIB - BOARD RIGHTS**

194
195
196 The Board retains all rights, powers, and authority vested in it by law and all management
197 rights and functions. Rights reserved exclusively herein by the District shall include, by way
198 of illustration and not by way of limitation, except to the extent expressly limited by this
199 Agreement, the right to:

- 200
201 A. Direct the affairs of the Employer and to manage and control the school's business,
202 equipment, and operations.
- 203
204 B. Determine the services, supplies, and equipment necessary to continue its operations
205 and to determine the methods and schedules of operation, and the means, methods,
206 and processes of carrying on the work.
- 207
208 C. Direct the working forces, including the right to hire, promote, suspend, and discharge
209 employees, transfer employees, make teaching assignments to employees, determine
210 the size of the work force and its organization, responsibilities, and alignments, lay off
211 employees, and determine hours of work.
- 212
213 D. Adopt rules, regulations, and policies.
- 214
215 E. Determine the location or relocation of its facilities, including the establishment or
216 relocations of new schools, buildings, departments, divisions, or subdivisions thereof
217 and the relocation or closing of offices, departments, divisions or subdivisions, buildings,
218 or other facilities.
- 219
220 F. Determine the financial policies, including all accounting procedures, and all matters
221 pertaining to Board public relations.

222 223 **ARTICLE III - PROFESSIONAL COMPENSATION**

- 224
225
226 A. The salaries of teachers covered by this Agreement are set forth in Appendix A, which
227 is attached to and incorporated in this Agreement. Such salary schedules designated
228 2006-2008, shall remain in effect during the term of this Agreement. Contract
229 negotiations for the school year 2008-2009 shall begin no later than April 1, 2008.

- 230 B. The salary schedule is based upon a normal teaching load during normal teaching
 231 hours. No additional assignments other than prevailing practices at the time of the
 232 adoption of this contract shall be required of teachers.
 233
- 234 C. Teachers shall work according to the negotiated school calendar.
 235
- 236 D. A teacher engaged during the school day in negotiating on behalf of Association with
 237 any designated representative of the Board or participating in any professional
 238 negotiation, shall be released from regular duties without loss of salary, personal, or sick
 239 leave days.
 240
- 241 E. A teacher shall be released from regular duties without loss of salary (or loss of leave
 242 days) for any county teachers' conferences or local area workshops, or other
 243 conferences as shall be expressly permitted by the Board of Education, or the
 244 Superintendent.
 245
- 246 F. The cost for each routine physical exam required of teachers by the Board or by State
 247 or Federal programs or laws shall be at the Board's expense.
 248
 249

250 **ARTICLE IV - TEACHING HOURS**
 251

- 252 A. For the 2008-2009 school year the middle school day shall consist of seven (7) "hours"
 253 total (5 teaching hours and 2 preparation hours, one of which is for personal preparation
 254 and the other for team preparation). Starting with the 2009-2010 school year, the Board
 255 shall have the option to change the middle school day to six (6) periods per day: (5)
 256 teaching, (1) preparation, and a duty-free lunch.
 257

258	Teacher reporting time:	7:35 a.m.
259	Advisory period:	7:40 - 8:05 a.m.
260	First Period:	8:07 - 8:55 a.m.
261	Second Period:	8:57 - 9:43 a.m.
262	Third Period:	9:45 - 10:31 a.m.
263	Fourth Period:	10:33 - 11:19 a.m. (8 th grade lunch)
264		11:21 - 11:51 a.m. (7 th grade lunch)
265	Fifth Period:	11:51 a.m. - 12:37 p.m.
266	Sixth Period:	12:39 - 1:25 p.m.
267	Seventh Period:	1:27 - 2:14 p.m.
268	Teachers Leave:	2:25 p.m.

- 270 1. Teachers in the Senior High School shall be assigned six (6) periods per day:
 271 five (5) teaching, one (1) preparation, and a duty-free lunch time. Teachers are
 272 required to report no later than fifteen (15) minutes prior to the first assigned
 273 periods and remain fifteen (15) minutes after the last assigned period unless
 274 mutually restructured by the parties.
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The schedule at the high school for the 2006-2007 school year will be:

Teachers report:	7:30 a.m.
Period 1:	7:45 a.m. - 8:42 a.m.
Period 2:	8:47 a.m. - 9:48 a.m.
Period 3:	9:53 a.m. - 10:50 a.m.
Lunch:	10:50 a.m. - 11:27 p.m.
Period 4:	11:32 a.m. - 12:28 a.m.
Period 5:	12:33 p.m. - 1:29 p.m.
Period 6:	1:34 p.m. - 2:30 p.m.
Teachers leave:	2:31 p.m.

B. 2004-2005 Elementary Schedules

*SCHOOL	GRADE	TIME	TEACHER TIME
Lemmer	1-6	8:39 a.m. - 3:08 p.m.	8:30 a.m. - 3:08 p.m.
	Kdg. a.m.	8:39 a.m. - 11:39 a.m.	
	Kdg. p.m.	12:09 p.m. - 3:08 p.m.	
Soo Hill, Franklin	1-6	8:34 a.m. - 3:03 p.m.	8:25 a.m. - 3:03 p.m.
	Kdg. a.m.	8:34 a.m. - 11:34 a.m.	
	Kdg. p.m.	12:04 p.m. - 3:03 p.m.	
Webster	1-6	8:49 a.m. - 3:18 p.m.	8:40 a.m. - 3:18 p.m.
	Kdg. a.m.	8:49 a.m. - 11:49 p.m.	
	Kdg. p.m.	12:19 p.m. - 3:18 p.m.	

Notes:

- This schedule reflects the additional three (3) minutes above the current student day. These three (3) minutes have been added to the beginning of the school day.
- Kindergarten teachers will still be required to make up some PD due to the lack of passing time in their schedule unless minutes can be added, which will allow them to reach the minimum number of contact hours.

All schedules allow thirty (30) minutes for lunch. All schedules meet the required time. Teachers report to school fifteen (15) minutes before starting time and remain fifteen (15) minutes after dismissal in the afternoon unless the daily schedules is mutually reconstructed by the parties.

- C. The Board recognizes the principle of a standardized workweek for all teachers in the system and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek within or outside of any school building.

324 The normal workweek for teachers shall include the normal teaching-load week; plus
325 the performance of other unscheduled professional teaching services and duties, which
326 have been prevailing at the time of the signing of this contract.
327

328 The parties mutually agree and understand that continuing flexibility with respect to
329 arrangement of teaching periods, preparation periods, and the daily and weekly
330 schedule is necessary for progress of education. The parties further mutually agree that
331 the assignment of teaching periods, and time preparation periods, and the remainder
332 of the daily and weekly schedule shall be and remain the exclusive prerogative of the
333 Board of Education.
334

335 D. The Board of Education will employ a noon hour supervisor (or supervisors as
336 conditions warrant) in each elementary building to release K-6 teachers during their
337 noon hour period. Secondary teachers (7-12) shall have a scheduled duty-free lunch
338 period in length as currently scheduled.
339

340 E. When a school is closed due to severe weather, or when otherwise prevented by an Act
341 of God, teachers need not report for duty. (Days beyond the two allowed by state law
342 or regulation will be made up.) In the event of an early dismissal of the schools for
343 reasons stated above, teachers will be released 10 minutes after all children have left
344 the building. No teacher will lose a personal day or sick leave day when school is
345 closed due to an inclement weather and/or any Act of God.
346

347 F. The parties agree that all pupils shall receive the number of instructional hours to allow
348 the District to qualify for full state aid. It is further agreed that the teacher work day as
349 stated in Article IV, paragraphs A& B shall not be extended. In the event that scheduled
350 days/hours are canceled and need to be made up to qualify for full state aid, the
351 makeup time shall be scheduled at the conclusion of the school year or at an otherwise
352 mutually agreeable time. In the event that the hours/days are no longer required to
353 qualify for state aid, then the hours/days shall not be added.
354

355 G. Elementary teachers with classes in excess of twenty (20) students are eligible for comp
356 time if conferences are scheduled after regular teaching day. The purpose is to allow
357 teachers to meet with parents who could not be scheduled during time allotted for
358 parent/teacher days.
359

360 **ARTICLE V - TEACHING LOADS AND ASSIGNMENTS**

361
362 A. The standardized workweek in the senior high school will be 25 teaching periods and
363 five unassigned preparation periods. The standardized workweek in the junior high
364 school will be 25 teaching periods and five unassigned preparation periods and five
365 team planning periods. Elementary teachers will have 4 unassigned preparation
366 periods during their standardized workweek. The parties recognize that kindergarten
367 preparation time will be proportional. No departure from these norms, except in case
368 of emergency, shall be authorized without prior consultation with the Association.
369
370

371 Elementary itinerant schedules shall have a maximum limit of 33 sections per week,
372 providing the schedule includes at least 6 Kdg. sections. The maximum limit is 32 when
373 including 5 Kdg. sections, 31 when including 4 Kdg. sections and 30 with 3 or less Kdg.
374 sections. Itinerants shall also be allotted in their schedule an adequate travel time
375 allowance when it is necessary to schedule classes at multiple schools on any given
376 day. This shall not be considered "prep" time and may reduce the total number of
377 sections scheduled.

378
379 Elementary itinerant teachers assigned part-time shall have their pay percentages
380 calculated as follows: Number of sections divided by 33, if the position includes at least
381 3 Kdg. sections. If less than 3 Kdg. sections are included, then the number of sections
382 shall be divided by 30. For accounting purposes, calculations shall be rounded up to
383 the nearest increment of .05.

384
385 The parties mutually agree and understand that continuing flexibility with respect to
386 arrangement of teaching periods, preparation periods, and the daily and weekly
387 schedule is necessary for progress of education. The parties further mutually agree that
388 the assignment of teaching periods, and time of preparation periods, and the remainder
389 of the daily and weekly schedule shall be and remain the exclusive prerogative of the
390 Board of Education.

391
392 B. It is the agreement of the parties that the assignment of teachers shall continue to be
393 the exclusive prerogative of the Superintendent of Schools, subject to the approval of
394 the Board of Education. Insofar as he can do so with the staff available, and in the
395 exercise of his sole discretion, the Superintendent shall assign teachers according to
396 their seniority in this district, within the scope of their teaching certificates, and within the
397 scope of their major or minor fields of study. Once the student demand is known, then
398 the most senioreed people get the same assignment as they had the previous year, if it
399 still exists.

400
401 C. Annual internal process for filling high school openings, development of master
402 schedules, displacement/bumping, shall be as follows:

403
404 1. Department Level Decisions.

405
406 Within each department (math, science, etc.) if course openings occur the
407 members of that department, under the direction of the high school department
408 head and building principal will reassign those courses to department members
409 based on district seniority and certification.

410
411 2. Building Level Decisions.

412
413 The course openings that remain from the department level decisions will be
414 utilized to address the staffing needs in those buildings based on district
415 seniority and certification.

416
417
418

- 419 3. District Level.
420
421 Those courses or combination of courses that remain after the Department and
422 Building Level Decisions have been made will be posted throughout the district
423 and will be reassigned based on district seniority and certification. Those
424 courses or combination of courses that are remaining will be posted as true
425 openings outside the district.
426
- 427 4. Displacement/Bumping
428
429 A teacher whose assignment is eliminated, or reduced, is considered displaced
430 and may exercise bumping rights to the extent of the reduction, by bumping the
431 least senior teacher in the building first. If no position is available in that building
432 the teacher may then bump the least senior teacher in the district for which they
433 are certified.
434
435 If the position is reinstated the following school year, the teacher may elect to
436 return to his/her former position.
437
- 438 D. Annual internal process for filling middle school openings, development of master
439 schedules, displacement/bumping, shall be as follows:
440
- 441 1. Building Level
442
443 Within the Middle School Building, the course openings and their respective
444 assignments will be determined by the team leader or a senior teacher and the
445 principal. This shall be the process employed to address the staffing needs.
446 These assignments will be based on the district seniority and certification.
447
- 448 2. District Level.
449
450 Those courses or combination of courses that remain after the Building Level
451 Decisions have been made will be posted throughout the district and will be
452 reassigned based on district seniority and certification. Those courses or
453 combination of courses that are remaining will be posted as true openings
454 outside the district.
455
- 456 3. Displacement/Bumping
457
458 A teacher whose assignment is eliminated, or reduced, is considered displaced
459 and may exercise bumping rights to the extent of the reduction, by bumping the
460 least senior teacher in the building first. If no position is available in that building
461 the teacher may then bump the least senior teacher in the district for which they
462 are certified.
463
464 If the position is reinstated the following school year, the teacher may elect to
465 return to his/her former position.
466

467 E. The annual internal process for filling specialty areas of art, physical education and
468 music shall be on a district-wide basis and filled as follows:

469 Within each area, when course openings occur (retirement, etc.) the EEA
470 members currently teaching in that area, under the direction of a senior teacher
471 and a district-appointed administrator will reassign those courses based on
472 district seniority and certification.
473

474
475 F. All teachers shall be notified in writing, not later than June 1, prior to the opening day
476 of school, of specific teaching assignments. No changes shall be made after that date
477 during the duration of the school year unless by written agreement of the teacher or
478 teachers concerned. Teachers who will be affected by a change in grade assignments
479 in the elementary school grades and by changes in subject assignment in these
480 secondary school grades will be notified (in writing and a copy of such notice sent to the
481 Association) and consulted by their principals as soon as practicable, and prior to June
482 1. Such changes will be voluntary to the extent possible.

483
484 G. No teacher shall be permitted to teach in any grade or department of the school without
485 a valid Michigan Teaching Certificate, and the Board agrees to hire new employees for
486 teaching positions in accordance with the rules and regulations of the Michigan State
487 Department of Education.

488
489 H. Any documents for required certification submitted to the Administration will be
490 processed and sent out within one week. Teachers who have been certified shall
491 immediately move to the next appropriate salary step retroactive to the beginning of the
492 semester in which qualification requirements were completed, but not more than one
493 academic year of retroactivity.
494

495 **ARTICLE VI - TEACHING CONDITIONS**

496 The parties recognize that the availability of optimum school facilities for both student
497 and teacher is desirable to ensure the high quality of education that is the goal of both
498 teacher and the Board. It is also acknowledged that the primary duty and responsibility
499 of the teacher is to teach and that the organization of the school and the school day
500 should be directed at insuring that the energy of the teacher is primarily utilized to this
501 end.
502

503
504 A. The Escanaba Area Board of Education recognizes the educational soundness of
505 providing a pupil-teacher ratio of one teacher to 25 pupils in grades K-3 and one teacher
506 to 32 pupils in grades 4-5. Efforts shall be made to enroll an equitable number of
507 students in all sections of classes that are the same within a building or the District.
508

509 B. A teacher, who believes that in his professional judgment a teacher overload condition,
510 as defined herein exists, shall have the right to submit a written request to the building
511 administrator to remedy the condition. The request shall include the reasons why, in
512 his professional judgment, a teacher overload condition exists. "Teacher overload" is
513 defined as the assignment of pupils to any teacher, which in his professional judgment

514 is in excess of A., above, is excessive and detrimental to his effectiveness as a teacher
515 and poses danger to the safety and well-being of other students.

516
517 In the event that the 26th student in grades K-3 or the 33rd student in grades 4-5 has a
518 personal aide, this is not considered an overload.

519
520 In making the determination that a claim of teacher overload exists, the parties agree
521 that the following factors, among others, shall be taken into consideration:

- 522 Individual class size.
- 523 Combined student load.
- 524 Number of preparations.
- 525 Number of assignments.
- 526 Planning and preparation time.
- 527 Nature of the learning activities.
- 528 Professional or paraprofessional assistance.
- 529 Teaching equipment and materials.
- 530 Building space and facilities.
- 531 Nature of students.
- 532 Nature of course content.
- 533 Safety of students and staff.

534 The building administrator shall refer the matter to a four (4) member panel, consisting
535 of equal representation of Association and Administrative personnel to determine the
536 validity of the claim. The panel shall consider the request, using the guidelines below,
537 and make a recommendation to the Board.

538
539 The panel and building administrator shall consider the following guidelines, among
540 others, to remedy the situation:

- 541
- 542 1. Transfer pupils to other classes.
- 543 2. Transfer pupils to other schools.
- 544 3. Provide additional professional assistance (part-time certified teacher).
- 545 4. Divide the overload into additional groups for teaching purposes.
- 546 5. Schedule excess load on a double session basis.
- 547

548 The Board agrees that the building administrator shall take the necessary steps to
549 correct the condition according to the Board's decision.

550
551 In the event the teacher is not satisfied with the disposition, he may lodge a grievance.

552
553 D. The Board recognizes that appropriate texts, library reference facilities, maps and
554 globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment,
555 current periodicals, standard tests and questionnaires, and similar materials are the
556 tools of the teaching profession. A joint teacher and administrative committee will
557 confer from time to time for the purpose of improving the selection and use of such
558 educational tools, and will make recommendations for consideration by the Board. The
559 Board agrees at all times to keep the schools reasonable and properly equipped and
560 maintained.

561

- 562 E. The Board shall attempt to make available during the school day in each school
563 adequate lunch room, restrooms and lounge facilities exclusively for teacher use and
564 at least one room appropriately furnished.
- 565 F. In schools where continuous cafeteria service for teachers is not available, vending
566 machines for beverages, candy, gum, etc. will be installed at the request of the
567 Association building representative, the location to be determined by the building
568 principal.
- 569 G. Telephone facilities shall be made available to teachers for reasonable use, subject to
570 control by the building principal. All long distance calls shall be properly logged and
571 arrangements made for compensation of any phone calls which shall be chargeable to
572 the number involved.
- 573 H. Adequate parking facilities shall be made available for teachers and shall be reserved
574 for their exclusive use and to the extent it is practicable.
- 575 I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship,
576 and no religious or political activities of any teacher, or the lack thereof, shall be grounds
577 for any discipline or discrimination with respect to the professional employment of such
578 teacher. The private and personal life of any teacher is not within the appropriate
579 concern or attention of the Board, provided, however, that any private or personal
580 conduct which becomes public, or a matter of reputation, and adversely affects either
581 the teacher, the schools or the children, shall be an appropriate concern for the attention
582 of the Board and Association.
- 583 J. The provisions of this Agreement, and the wages, hours, and conditions of employment
584 shall be applied without regard to race, creed, religion, color, national origin, age, sex,
585 marital status or membership in, or association with, the activities of an employee
586 organization.

587 **ARTICLE VII - VACANCIES, PROMOTIONS, AND TRANSFERS**

- 588 A. Transfers of employees and the filling of vacancies in professional positions shall be the
589 prerogative of the Board. Transfers and filling of vacancies shall be made in the best
590 interest of education.
- 591 B. A request by a teacher for transfer to a different class, building, or position shall be
592 made in writing, on forms furnished by the Board, one copy of which shall be filed with
593 the Board and one with the Association. The request shall set forth reasons for the
594 transfer, the school, grade, or position sought, and the applicant's academic
595 qualifications. Such request shall be reviewed annually by the Superintendent and the
596 Professional Negotiations Committee of the Association at the third quarterly conference
597 each school year.
- 598 An involuntary transfer will be made in the best interest of education. The affected
599 teacher shall be notified promptly and in writing of the reasons for the transfer and a
600 copy sent to the Association. If the teacher objects, he shall respond promptly and in
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610 writing, stating his reasons for objecting, and may request a conference to discuss the
611 transfer. If a conference is requested, the transfer shall not take place until the
612 conference is held.

613
614 Any teacher assigned involuntarily, may, at the end of the current school year, exercise
615 their right to return to their previous position. This process does not exclude utilization
616 of the grievance procedure.

617
618 C. The Association recognizes that when vacancies occur during the school year it may
619 be difficult to fill them from within the district without undue disruption to the existing
620 instructional program. If the Board in its reasonable judgment so determines, such a
621 vacancy may be filled on a temporary or tentative basis until the end of the current
622 semester at which time the position will be considered vacant and shall post notice of
623 same on a bulletin board in each school.

624
625 D. The Board declares its support of a policy of filling vacancies, including vacancies in
626 supervisory positions, from within its own teaching staff. Whenever a vacancy arises
627 or is anticipated, the Board shall promptly notify the President and post notice of same
628 on a bulletin board in each school building for no less than four (4) school days (five (5)
629 days in the summer) before the position is filled. (A vacancy is defined as any
630 assignment left vacant by a resignation, termination such as for job reasons, death,
631 retirement, voluntary transfer, failure of a person to return from a leave of absence, or
632 any newly created bargaining unit position in the District. For example, at Building A
633 there are three 3rd grades and two 4th grades. Next year, at Building A there are two 3rd
634 grade and three 4th grade assignments. The additional 4th grade assignment would be
635 considered a vacancy and therefore posted as such district-wide). Vacancies shall be
636 filled on the basis of service in the District, experience, competency, and qualifications
637 of the applicant, together with any other relevant factors. An applicant with less service
638 in the District shall not be awarded such position unless his or her qualifications are
639 superior as determined by the Board as specified within the posting/job description.

640
641 New postings, including supervisory positions, shall be posted with accompanying job
642 descriptions. Probationary teachers may apply for vacancies but probationary teachers
643 shall not be eligible to voluntarily transfer more than one (1) time during probationary
644 term, provided such teacher is not subject to layoff due to this provision.

645
646 E. Whenever vacancies occur during the normal summer months, the following procedure,
647 in addition to the procedure heretofore outlined, shall be followed:

648
649 1. Teachers with specific interest in possible vacancies will notify the Board of their
650 intent in writing during the last regular week of school and shall include a
651 summer address.

652
653 2. Should a vacancy occur, the teachers who have expressed an interest in said
654 position, building, or program within the District or a similar position shall be
655 contacted by the Board and notified of the vacancy. The Association president
656 shall also be contacted and notified of the vacancy.

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3. The teachers so notified shall have the responsibility of contacting the Superintendent or his designee indicating their interest in said position within five (5) days of notification.

F. Any special federal, state, or local aid program being considered for adoption by the District shall be brought to the attention of the Association. The parties shall negotiate wages, hours, and working conditions of any federal, state, or local aid program adopted by the Board if within this bargaining unit.

G. A teacher whose elementary grade assignment is eliminated is considered displaced and may exercise bumping rights to bump the least senior teacher within the same building or bump the least senior teacher in another elementary building in the same grade level.

The teacher must exercise the bumping rights within two (2) days of notice of elimination of position. If the position is reinstated the following school year, the teacher may elect to return to his/her former position. The teacher bumped shall be considered displaced.

H. Itinerants, including grant teachers, that are full-time and are assigned to a single building shall have the same rights contained in Paragraph G above.

ARTICLE VIII - SABBATICAL LEAVE

A. Teachers who have been employed for seven (7) years consecutively by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes full time attendance at a college, university, or other educational institution at the graduate or undergraduate level in a course of study related to his or her assignment in this school district, and travel which will improve the teacher's ability to teach.

B. In order to qualify for such sabbatical leave a teacher must hold a permanent, continuing, professional, or life teaching certificate.

C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and will be paid 50% of his full salary plus fringe benefits, provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. The teacher guarantees to the Board that he will return for at least two (2) full years of service following the sabbatical leave. Failing to return for the specified time of service, he shall reimburse the Board his salary and the cost of fringe benefits incurred during his leave.

D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

E. A teacher returned from sabbatical leave shall be restored at least to his teaching position or to a position of like nature, seniority, status, and pay.

706 F. Sabbatical leave may be granted to two (2) teachers during each year of the contract.
707 Teachers requesting this leave shall submit their request in written form to the Board.
708 The final decision shall be made by the Board.
709

710 G. A leave of absence, without pay, benefits and salary advancement, and without loss of
711 seniority, salary placement or sick leave accrued to the date of starting leave shall be
712 granted upon written application, after two years of employment, made prior to May 1
713 of the contract year preceding the leave for the purpose of serving as an officer of the
714 Michigan Education Association or the National Education Association. Leave will be
715 granted for one (1) year, and will be granted for one (1) additional year upon written
716 application, provided request is made no later than May 1 of the year of the initial leave.
717 The employee shall notify the Board by May 1 of his year of leave of his intentions to
718 return to employment, or has resigned.
719

720 ARTICLE IX - LEAVE PAY

721
722 A. All teachers absent from duty on account of personal illness, including absences due
723 to maternity, or because of death or illness in the immediate family, shall be allowed full
724 pay for a total of fifteen (15) days in any school year. Such days, to the extent unused,
725 may accumulate to a maximum base figure of 180 days. Once such maximum base
726 figure of 180 days has been reached, any of the 15 days not used as provided for above
727 shall be deleted. (However, a new 15 days shall be allotted to the teacher at the
728 beginning of the next school year, subject to the deletion at the end of such school year
729 if not used.)
730

731 B. Available sick leave shall be used in the following order by a teacher in any given year:
732 1. First the 15 days allotted for each year shall be used;
733 2. Next, the accumulated sick days shall be used; and
734

735 C. A teacher will be given written verification, at the beginning of the school year, of the
736 number of sick leave days available for the school year. A copy of such verification will
737 be given to the Association at the same time, unless the teacher has filed a written
738 objection with the Superintendent in advance.
739

740 D. The term "immediate family" shall include the following: husband, wife, son, daughter,
741 father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law,
742 daughter-in-law, son-in-law, grandparents, and grandchildren.
743

744 E. In addition to the prescribed sick leave, each teacher shall be allowed an additional four
745 (4) days per year, for personal business, death or sickness of more distant relatives not
746 listed above, of friends, of religious observances, or time necessary to conduct personal
747 business impossible to handle outside normal school hours provided notification is given
748 in advance. Teachers shall receive 50% of substitute pay for any personal business
749 days remaining unused at the end of each year.
750

751 It is further agreed that except in case of emergency this leave may not be used
752 contiguous to a holiday, or the first day of a semester without prior approval. Written

753 notice of the use of personal leave days for deer hunting shall be given to the building
754 principal one week in advance of the opening of deer season.
755

756 If a person has applied for and been approved the use of personal business day(s) but
757 is forced by extenuating circumstances to use the same day(s) instead of sick leave
758 according to Article IX (A), the employee will be allowed to do so after the fact but only
759 if verification of sick leave is provided (to the Superintendent and EEA President).
760 Verification shall be the responsibility of the employee. In addition, if a person has
761 applied for and been approved the use of a personal business day(s) and in the event
762 school is canceled for any reason, the person shall not have that day(s) charged to
763 his/her personal business day account.
764

765 F. Upon suspected abuse of sick leave, the employee may be subject to progressive
766 discipline by the Superintendent, which may include proof of illness by a physician after
767 one warning.
768

769 G. When sudden illness or emergency occurs which will prevent any teacher from reporting
770 to school, a phone call indicating the reason* for the absence, in accordance with
771 practice, is all that is needed to arrange for a substitute teacher. The earliest notification
772 possible will be appreciated. All teachers are to notify the central office.
773

774 The absent teacher should contact the principal before the end of each school day for
775 the duration of the absence to keep the substitute informed. (*The term "reason" shall
776 be defined as a statement of illness, personal leave, or emergency).
777

778 **ARTICLE X - LEAVE OF ABSENCE**

779 A. Any teacher whose personal illness or period of maternity extends beyond the period
780 compensated under Article IX may be granted a leave of absence, without pay, not to
781 exceed one year with the option for annual renewal up to three years with the annual
782 approval of the Board. If said teachers plans to return to the classroom the following
783 year, the office of the Superintendent of Schools must be so informed in writing by June
784 1 unless the teacher provides written notice by June 1 that teacher's position will be
785 considered vacant and a replacement hired.
786

787 Should the teacher return to the classroom from such extended leave, he shall be
788 assigned to the same or equivalent position. If a teacher is on a leave of absence of
789 twelve (12) weeks or less, seniority will continue to accrue. If the leave of absence
790 covered under this paragraph extends beyond twelve (12) weeks, seniority will not
791 accrue.
792

793 B. Absence from duty for the purpose of attending professional meetings or approved
794 visitation at other schools, or court appearances as a witness or serving jury duty, or
795 civic responsibilities, i.e., those duties applicable to elected or appointed positions at the
796 local, state, or national level, such absences shall not be charged against one's
797 accumulated sick leave, nor personal business leave, and shall be so compensated for
798 at full pay. Such absences from duty, other than those required as a witness or juror,
799 shall be limited to five (5) days. The number of such days may be extended at the
800

801 discretion of the Superintendent following a request for such an extension. Jury duty will
802 be compensated at the differential between jury duty pay and the teacher's daily pay.
803

804 C. A military leave of absence shall be granted to any teacher who shall be inducted for
805 military duty in any branch of the armed forces of the United States. Upon return from
806 such leave, a teacher shall be placed at the same position on the salary schedule as
807 he would have been had he taught in the district during such period, and shall receive
808 all rights and benefits accorded by State and Federal law. No such leave shall
809 accumulate.
810

811 In the event that a teacher is called to active duty as a member of the Michigan National
812 Guard, the district shall pay the teacher the difference between the Guard pay and the
813 teacher's regular classroom salary. Such payment shall be for a period not to exceed
814 five days annually.
815

816 D. A leave of absence without pay and without seniority accrual may be granted, not to
817 exceed one year, with options for annual renewal of up to three (3) years for any
818 reason, including securing or engaging in other employment with the annual approval
819 of the Board.
820

821 E. Leaves of absence without pay shall be granted at the discretion of the Board of
822 Education, upon application, for the following purposes:
823

- 824 1. Study related to the teacher's license field.
825
- 826 2. Study to meet eligibility requirements for a teaching license other than that held
827 by the teacher.
828
- 829 3. Study, and research, or special teaching assignments involving probable
830 advantage to the school system.
831

832 Seniority on the salary schedule will continue during the period of absence.
833

834 F. The Board may not discriminate against any teacher for campaigning for, or serving in,
835 a public office. The Board shall grant a leave of absence without pay or increment to
836 any teacher to campaign for, or serve in, in a public office.
837

838 Leave of absence in public office is limited to one term or two years, whichever is less.
839

840 G. The Board agrees to grant the Association a maximum of twenty-five (25) days leave
841 per year for officers of the Association to attend conferences, provided forty-eight (48)
842 hours' notice is supplied to the Board or its designee, and provided the Board or its
843 designee approves the attendance.
844

845 The Board shall not be liable for any travel or incidental expenses incurred in such
846 attendance.
847

848 The Association President shall be entitled to 18 days release time per year to attend
849 to Association business. No more than three days may be taken consecutively.
850 The Association will bear the cost of the substitute's pay and retirement contribution for
851 the Association days.

- 852
853 H. The representatives of the School District and Association agree that it is their mutual
854 intent and understanding to comply fully with the terms and conditions of the Family
855 Medical Leave Act of 1993 (FMLA). In doing so, the parties agree that employees
856 requesting leaves of absence, pursuant of the FMLA, who are found eligible therefore,
857 will be required to utilize paid entitlements for which they are otherwise eligible under
858 the terms and conditions of the Master Agreement during their FMLA leave time. The
859 employee may save up to five days of accumulated sick leave for use upon return from
860 FMLA. While the parties understand and agree that the rights established by FMLA will
861 not diminish any employee benefit programs or plans or paid leave provision dictated
862 by terms of the Master Agreement, they also agree that any rights afforded by the FMLA
863 will not be used to expand an employee's contractual rights and benefits, provided those
864 rights and benefits meet or exceed the basic requirements of the FMLA.

865 ARTICLE XI - TERMINAL LEAVE

- 866
867
868 A. In appreciation for services to the school district, a terminal leave payment of 75% of
869 the teacher's unused sick leave up to \$40,000, as established in Article IX above, will
870 be paid upon retirement, provided however that the maximum number of days to be
871 based upon for terminal leave shall in no event exceed 136 days. (Terminal leave pay
872 for teachers hired after January 1, 1995, shall be 50%, not 75%, of the teacher's unused
873 sick leave as set forth below.) The payment shall be based on the retiree's position on
874 the then existing salary schedule exclusive of any extra duty money. This number of
875 days, not to exceed 136, shall be multiplied by 75% (or 50%), as set forth above, to
876 determine the actual number of days for terminal leave purposes. To obtain this
877 payment, the teacher shall have been employed in the School District for at least ten
878 (10) years. This paragraph shall apply only to retirees who qualify as such under the
879 Michigan Public School Employees' Retirement System. (See Appendix F).

880
881 After twenty (20) years in the District, 75% (or 50%) of the unused sick leave will be paid
882 for any other type of termination other than retirement except for persons discharged
883 for just cause, provided however that the maximum number of days to be based upon
884 for terminal leave shall in no event exceed 136 days. The payment shall be based on
885 the retiree's position on the then existing schedule. This number of days, not to exceed
886 136, shall be multiplied by 75% (or 50%), as set forth above, to determine the actual
887 number of days for terminal leave purposes.

888
889 In both cases, the heirs of the teacher will be paid in the event of the death of the
890 employee.

891
892 Retirees shall have the option of taking terminal leave payment in annual payments over
893 two or three years, except teachers who purchase universal service credit and have a
894 balance due to MPSERS. In this instance, a single payment will be made.

895

896 B. Whenever a teacher plans retirement, notification of intent to retire early is to be
897 submitted to the administration no later than March 1 of the year previous to such
898 retirement so that terminal leave pay can be projected and properly budgeted. If such
899 notification is not given, the teacher may be required to forfeit the right to terminal leave
900 pay unless early retirement is necessitated by illness or other emergency. A final
901 decision will be made by a joint committee of the Association and Administration.
902

903 C. Early Retirement Compensation: A teacher who has acquired a minimum of ten (10)
904 years of service in the Escanaba Area School System and who will meet state
905 requirements for retirement by September 1 of the school year may at his or her option
906 request early retirement. Retirement as used in this policy shall mean severance of
907 active employment with the Escanaba Area Public Schools and verification to the Board
908 of an application from the teacher to the Michigan Public Schools Employees'
909 Retirement System for retirement benefits of said retirement system. The affected
910 teacher will notify the Superintendent of Schools of his or her early retirement in writing
911 no later than March 1 prior to the next school year when such retirement will take effect.
912 If a teacher decides to retire after March 1, but before October 31, his or her request
913 for early retirement incentive must be agreed to by both the Board and the Association.
914 Applicants who do not notify the Board by March 1 or obtain the mutual consent of the
915 Board and the Association shall not be eligible for the benefits outlined in this policy.
916

917 Qualified retirees shall receive One Hundred Fifty (\$150.00) Dollars per month from the
918 Board, beginning on September 1 of the first school year of their retirement, for a period
919 not to exceed six (6) years. The first payment shall be made on the appropriate
920 September 1 and subsequent payments shall be made on the first of each month
921 thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty
922 (30) days. A lump sum payment may be elected and will be paid January 1 of each
923 year covering the period of time from September 1 to October 31.
924

925 The \$150.00 monthly benefit can be applied toward the payment of health insurance in
926 effect under the Master Agreement between the Board and the Association at the time
927 of applicable benefits if the retiree submits such a request in writing and is eligible for
928 coverage under the group health insurance then in effect.
929

930 In the event of death of the retiree prior to his or her 6th year, benefits will be paid to the
931 retiree's spouse, if any, or dependent, if any, as defined by the I.R.S. for the same
932 amount of time as it would had the teacher lived throughout the period.
933

934 If a Michigan court, following exhaustion of all available state appeals, rules that early
935 retirement incentive plans are in violation of law, then the Early Retirement Incentive
936 Program described in this policy shall be null and void. In such case, the retirees shall
937 have no cause of action against the Board whatsoever.
938

939 Persons retiring due to a medical disability which qualified them for retirement benefits
940 from the Social Security Administration, the State Retirement Board, Workers'
941 Compensation, or any Board provided disability insurance are not eligible to qualify for
942 benefits under this policy. Once a person is receiving benefits through this policy,
943 however, no subsequent disability will adversely affect those benefits. The rights of any

944 retiree and the benefits to be paid to the retiree shall be only those specifically set forth
945 herein. Such rights or benefits shall not be altered if this Policy, or any amendment or
946 replacement thereof, should be changed in any way in the future.

947
948 The retiree shall lose eligibility for the rights and benefits set forth herein, if the teacher
949 returns to full-time teaching for compensation at any level or location.

950 The Board, by payment of the monthly amounts required hereunder, shall be relieved
951 from all liability with respect to any benefits provided in this policy. The retiree's benefits
952 and rights shall be specifically limited to the payment of the monthly amount provided
953 for herein. The failure of any insurance company to provide any of the benefits which
954 it has contracted for, for any reason, if such benefits are selected by the retiree, shall
955 not result in any liability to the Board, nor shall such failure be considered a breach by
956 the Board of any obligations or duties under this policy.

957 **ARTICLE XII - INSURANCE PROTECTION**

- 958
959
960 A. The Board will provide to the employee MESSA(s) Choices II with a 10/20 drug card for
961 the contract period for the employee's entire family; provided, however, that the
962 employee shall pay any and all deductibles required in such insurance plan or coverage.
963 When appropriate, Medicare premiums will be paid on behalf of eligible spouses or
964 their dependents. Employees may opt to take MESSA Super Care I with a \$5/\$10 drug
965 card. In such case, the employee shall pay the monthly difference between Super Care
966 I with the \$5/\$10 drug card and Choices II with the \$10/\$20 drug card.
- 967
968 B. The Board will provide without cost to the employee dental services provided by Delta
969 Dental, Plan E, with orthodontic rider (0-7), calling for payment up to 80% of dental
970 charges. The Board shall pay any increase in the dental plan premium up to a
971 maximum annual increase of 10% of the previous year's premium; and, any increase
972 in excess of 10% shall be paid by each teacher. This plan will include internal and
973 external coordination of benefits.
- 974
975 C. The Board will provide continuous coverage for MESSA Vision Care Plan 3 each school
976 year at no cost to the employee. This plan will include internal and external coordination
977 of benefits.
- 978
979 D. The Board shall adopt the necessary resolution and do all those things necessary to
980 provide the Association members a payroll deduction for the right to benefits of any tax
981 deferred annuity program of any company who agrees to the payroll deduction of the
982 school, and the two enrollment periods.
- 983
984 E. The Board shall provide a \$75,000 Life Insurance Policy for each Association member
985 for each of the three years under the Master Agreement (provided by MESSA with
986 AD&D Rider). Any bargaining unit member retiring after July 1, 1990, will be entitled to
987 the same Life Insurance benefits, paid by the Board, as the employees covered under
988 this Master Agreement. Retirees after July 1, 1990 are entitled to same coverage up
989 to the age of 70 paid by the Board.
- 990

991 F. Each bargaining unit member shall have the right to freeze their sick leave benefits after
992 the designated waiting period for both short-term disability and long term disability.
993

994 G. The Board agrees to make available to members and their families long-term health
995 care insurance offered by the Verity Insurance Company. The full cost of this insurance
996 will be paid by the employee. In no case will the Board be liable for payment or other
997 responsibilities that might be incurred other than payroll deduction.
998

999 H. Any claim by an employee as to insurance benefits shall not be the basis of a grievance
1000 or subject to arbitration. The Board, by payment of any premium payments required to
1001 provide coverage as agreed upon, shall be relieved from all liability with respect to any
1002 insurance benefits provided in this Agreement. The failure of an insurance company
1003 to provide any of the benefits which it has contracted for, for any reason, shall not result
1004 in any liability to the Board, nor shall such failure to be considered a breach by the
1005 Board of any obligations or duties under this Agreement.
1006

1007 I. Annuity. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit
1008 member for whom such contributions are made shall retain all nonforfeitable rights and
1009 control over the tax-deferred annuity plan.
1010

1011 In lieu of health insurance, the employee shall receive in cash an amount set forth
1012 below. Such cash may be contributed to a TSA plan as allowed by federal law.
1013

1014 The annuity amounts for 06-07 are:

1015	SS	\$274.28
1016	ES/EC	\$ 96.61
1017	No health	\$567.10

1018 The 08-09, 09-10 and 10-11 rates shall remain the same as the 06-07 rates.
1019

1020 In addition to the above, any teacher may take additional MESSA options through
1021 payroll deduction, but any additional options beyond these amounts shall be at the cost
1022 of the teacher.
1023

1024 Hold Harmless Clause With Respect to Annuity Options:
1025

1026 If any additional tax liability is imposed as a result of the Board making an annuity option
1027 available, the individual employee shall be responsible for his or her additional taxes
1028 plus any interest or penalties due, and the employer shall be responsible for its share
1029 of the taxes due plus any interest or penalties due. The employer contribution shall be
1030 submitted by separate check paid directly to the annuity company on forms provided by
1031 the annuity company, as directed in written form by the employee. In the event of an
1032 individual employee's failure or refusal to make any payments as required above, the
1033 Board shall be held harmless and indemnified with respect to any additional taxes due
1034 plus interest and penalties, if any, arising from such employee's non-payment. Such
1035 representation of the Board shall be undertaken by legal counsel reasonably acceptable
1036 to the Board.
1037

1038 J. Beginning with the 2004-2005 school year, any employee who chooses to take health
1039 care coverage shall contribute \$50.00 per month towards the payment of the premium
1040 of the health plan under a qualified 125 plan of the Internal Revenue Code.
1041

1042 ARTICLE XIII - TEACHER EVALUATION

- 1043
- 1044 A. All monitoring or observation of the work performance of a teacher shall be conducted
1045 openly and with full knowledge of the teacher. Monitoring of observation of work does
1046 not preclude use of substantiated events not personally observed by the administrator.
1047
- 1048 B. Each teacher shall have the right upon request to the proper administrative authority to
1049 review the contents of his own personnel file pertaining to his work while employed in
1050 this school system. Said teacher may also request a representative of the Association
1051 to accompany the teacher in such review.
1052
- 1053 C. A teacher shall at all times be entitled to have present a representative of the
1054 Association when he is being reprimanded, warned, or disciplined for any infraction of
1055 discipline or delinquency in professional performance. When a request for such
1056 representation is made, no action shall be taken with respect to the teacher until such
1057 representative of the Association is present.
- 1058 1. It is the responsibility of the Administrator involved to inform said teacher of his
1059 rights pursuant to this paragraph before a witness and said teacher's response
1060 verified.
1061
 - 1062 2. No special limitations shall be placed upon investigating, presenting, and
1063 interpreting facts and ideas relative to the specific charge.
1064
- 1065 D. No teacher shall be disciplined, reprimanded, or reduced in compensation without just
1066 cause and be provided with an opportunity for a hearing before the Board. Any such
1067 discipline, reprimand or reduction in rank or compensation shall be subject to the
1068 professional grievance procedure hereinafter set forth. This section shall not apply to
1069 non renewal of probationary teachers.
1070
- 1071 E. In the case of the necessity to reprimand, warn or discipline any teacher, such
1072 reprimand, warning, or disciplining shall be reduced to written form, the original to go
1073 to the teacher, and a copy to the personnel file in the superintendent's office. Teachers
1074 will be requested to sign said document to indicate their receipt. No interpretation of
1075 agreement or non-agreement is intended. Teachers will be granted an opportunity to
1076 comment on the form and have the administrator sign the document with a notation of
1077 a copy to the personnel file.
1078
- 1079 F. A teacher on a probationary status shall have an evaluation interview with his principal
1080 and/or superintendent by March 1 of each year, a copy of the evaluation form used for
1081 this interview to be given to the teacher.
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ARTICLE XIV - PROTECTION OF TEACHERS

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- A. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. If disruptive behavior becomes abnormally frequent in a teacher's classroom and the teacher excludes a student, the teacher upon request, will furnish the particulars of the incident in writing to the administrator and meet with the administrator and/or the student's parents if requested by the administrator. If the student or parent refuses to attend a conference, the teacher will be notified in writing by the administrator. Other steps may be taken to resolve the matter, such as a behavior plan.

Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps in accordance with Public Act 11, to provide administrative assistance in the supervision of such student during the referral process.

1. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board and the administration recognizes its responsibility to give all reasonable support and assistance to teachers in student discipline and class control.
2. A teacher may temporarily exclude a pupil from 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 as permitted by law.
3. If the judgment of a teacher is to be questioned by an Administrator, it shall be done privately and not in front of students.
4. The Board shall provide a statement of the rules, regulations and procedures governing discipline, suspension and expulsion of students. The statement shall be distributed during the first week of each school year.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and may render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, as far as their investigation of the incident may warrant.

- C. If any teacher is complained against or sued by reason of an action taken by the teacher against a student, the Board, after suitable investigation, may provide legal counsel and render all necessary assistance to the teacher in his defense provided the teacher is not in violation of Board policy, consistent with law and acting within the scope of his/her employment. Assistance may include indemnification of damages, fines or legal fees or other reasonable costs.

1132 Time lost by a teacher in connection with an incident mentioned in this Article shall not
1133 be charged against the teacher as sick leave or as personal business leave.

1134
1135 D. After suitable investigation the Board will reimburse teachers for any loss, damage, or
1136 destruction of clothing or personal property of the teacher while on duty in the school
1137 or on the school premises not involving personal negligence on the part of the teacher.
1138 The Board will not substitute its responsibility for parental responsibility.
1139 If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will
1140 be furnished by the Board at a designated hospital unless covered by Workers'
1141 Compensation. Time lost under such circumstance will not be charged against
1142 teacher's sick leave.

1143
1144 E. Affected teachers will be notified in advance if possible where appropriate and
1145 consistent with state or federal law, of a student's serious or chronic communicable
1146 disease. The Board shall provide in-service training in hygienic practices and
1147 management to teachers coming into contact with students having such communicable
1148 diseases.

1149
1150 F. Employees with drug or alcohol problems are encouraged to seek rehabilitation before
1151 such conditions adversely affect their employment. An employee shall not be
1152 disciplined merely for seeking treatment. The parties recognize that alcoholism is an
1153 illness to the extent defined by law.

1154
1155 G. The Board and the teachers agree to comply with state law and Board policy as it
1156 relates to corporal punishment of students. Teachers will be provided copies of the
1157 corporal punishment policy during the first week of school. All teachers will be allowed
1158 input with regards to alternatives to corporal punishment. A teacher may use
1159 reasonable force, as allowed by law, he deems necessary to protect himself and others
1160 from harm; to remove or restrain a student to maintain a safe environment if the student
1161 refuses to discontinue his/her behavior after being asked; prevent the student from harm
1162 or from harming others; quell a disturbance that threatens injury to any person or; obtain
1163 possession of a weapon; or, protect property [MCL 380:1312].

1164 ARTICLE XV - NEGOTIATION PROCEDURES

1165
1166 A. It is agreed that matters not specifically covered by this Agreement, but of common
1167 concern to the parties, shall be subject to professional negotiations between them from
1168 time to time during the period of this agreement. The parties undertake to cooperate
1169 in arranging meetings, selecting representatives for such discussions, furnishing
1170 necessary information and otherwise constructively considering and resolving any such
1171 matters.

1172
1173 B. In the event the salary schedule is reopened for negotiation by either party, as provided
1174 in Appendix A, Salary Schedule paragraph 2 of this Agreement, the parties will promptly
1175 negotiate for the purpose of reaching an agreement upon a revised salary schedule.
1176 At least by March 1st, the parties will likewise begin negotiations for a new agreement
1177 covering wages, hours, terms, and conditions of employment of teachers employed by
1178 the Board.
1179

1180 C. In any negotiations described in this Article, neither party shall have any control over the
1181 selection of the negotiating or bargaining representatives of the other party and each
1182 party may select its representatives from within or outside the school district.
1183

1184 It is recognized that no final agreement between the parties may be executed without
1185 ratification by a majority of the Board of Education and by a majority of the membership
1186 of the Association, but the parties mutually pledge that representatives selected by each
1187 shall be clothed with all necessary power and authority to make proposals, consider
1188 proposals, and make concessions in the course of negotiations or bargaining, subject
1189 only to such ultimate ratification.
1190

1191 D. If the parties fail to reach an agreement in any such negotiations, either party may
1192 invoke the mediation procedures of the Michigan Employment Relations Commission,
1193 or take any other lawful means.

1194 E. During the first two weeks of each school quarter, the Association Professional
1195 Negotiating Committee and the Administrative Staff, together with a member of the
1196 Board of Education or its designee shall meet to discuss the administration of this
1197 Agreement and any problems under it which either party believes exist or may occur in
1198 the operation of the School District. The Superintendent of Schools or the chairman of
1199 the Professional Negotiating Committee shall be responsible for calling this meeting.
1200 An agenda shall be prepared by the parties covering the subjects to be discussed at
1201 least one week prior to the meetings.
1202

1203 ARTICLE XVI - GRIEVANCE PROCEDURE

1204
1205 A. Definition of Grievance: A "grievance" is an alleged violation of the terms and provisions
1206 of this Agreement, including questions of interpretation of application of the terms and
1207 provisions of this Agreement, subject to the exceptions set forth below.
1208

1209 B. Time Limitations: All time limitations herein shall consist of school days, and such limits
1210 may be extended only upon mutual written consent of the parties. It is understood and
1211 agreed that the time limitations herein set forth shall be considered as substantive, and
1212 failure to conform to such limitations shall mean default by the party failing to conform.
1213

1214 The failure of an aggrieved person to proceed to the next level of the procedure within
1215 the time limits herein set forth shall be deemed to be an acceptance of the decision
1216 previously rendered, and shall constitute a waiver of any future appeal concerning that
1217 particular grievance.
1218

1219 C. Purpose and Definitions: The purpose of this grievance procedure is to secure, at the
1220 lowest possible administrative level, equitable solutions to problems which may arise
1221 from time to time affecting the working conditions of teachers. Both parties agree that
1222 these proceedings shall insofar as possible, be kept as informal and confidential as may
1223 be appropriate at any level of the procedure. Nothing contained herein shall be
1224 construed to limit the right of any teacher to discuss a matter informally with any
1225 appropriate member of the administration. The term "aggrieved person" is the person
1226 or persons, including representatives of the Association, making the grievance.
1227

1228 D. Procedure: In the handling and processing of a grievance the following procedures shall
1229 apply:

1230
1231 1. Step One. Any teacher who believes he has a grievance may present such
1232 grievance, on an informal basis, with his immediate supervisor. A representative
1233 of the Association Grievance Committee may be present at this informal
1234 conference, if requested. If the grievance is not resolved, the matter shall be
1235 reduced to writing by the aggrieved person and submitted to his supervisor
1236 within five (5) days from the time of the discussion between the aggrieved
1237 person and his supervisor. In the event the grievance involves more than the
1238 aggrieved person or is filed by the Association, it must be filed with the
1239 appropriate supervisor who could remedy the alleged grievance. No grievance
1240 shall be processed unless it is presented at Step One within fifteen (15) days of
1241 its occurrence or of the date upon which it reasonable should have become
1242 apparent.

1243
1244 Within ten (10) days after the presentation of the written grievance, the
1245 supervisor shall give his answer in writing to the aggrieved person or to the
1246 Association, whichever shall have submitted the written grievance. The
1247 grievance shall be submitted to the supervisor on the forms provided for such
1248 purpose, shall be signed by the "aggrieved person", and shall specify the nature
1249 of the alleged violation, misinterpretation or misapplication, including specific
1250 references to the sections of this Agreement allegedly involved.

1251
1252 2. Step Two. In the event the grievance is not settled at Step One, whether
1253 because of dissatisfaction with the written decision of the supervisor by the
1254 aggrieved person or by failure on the part of the supervisor to render a decision
1255 within the time provided, the aggrieved person may refer the matter to the
1256 Association president or Association Grievance Committee who shall refer the
1257 grievance, in writing, to the Superintendent of Schools within five (5) days after
1258 the date of the answer by the Superintendent (or his designee) at Step One of
1259 this procedure, or within five (5) days after the date of the answer of the
1260 supervisor was due. The Superintendent of Schools or his designee shall
1261 represent the Administration in the handling of the grievance procedure at this
1262 level, and within ten (10) days after receiving the written grievance, he shall
1263 meet with the aggrieved person in an attempt to resolve the grievance. Within
1264 five (5) days after the conclusion of such meeting, the Superintendent shall
1265 provide to the aggrieved person and the Association President a written answer
1266 to the grievance. A representative of the Association may be present at the
1267 meeting between the Superintendent and the aggrieved person, if requested by
1268 the aggrieved person.

1269
1270 3. Step Three. If the alleged grievance is not settled at Step Two, it may be
1271 referred in writing to the Secretary of the Board of Education within five (5) days
1272 after the answer by the Superintendent in Step Two. Such grievance shall state
1273 with specificity and in detail the nature of the grievance, including referenced to
1274 the provisions of the Master Agreement claimed to have been violated or
1275 misinterpreted. The Board, or a committee thereof, shall hold a hearing or

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otherwise investigate the grievance or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views to the Board or committee at this step. The Board, or a committee thereof, shall render a decision on the grievance and present it, in writing, to the Association within fifteen (15) days after the matter was referred to the Board of Education, as therein provided.

4. Step Four. If the grievance is not settled at Step Three, the matter may be referred to arbitration by the Association or the Board. Notice to refer the matter to arbitration must be given to the Board within ten (10) days from the date of the Board's written decision at Step Three. Within five (5) days after the request for arbitration has been served upon the Secretary of the Board of Education, a committee of the Board, or its designated representative, and a committee of the Association, or its designated representative, and a committee of the Association, or its designated representative, shall meet and make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within a five (5) day period, the party seeking arbitration shall file a request with the American Arbitration Association for submission of a list of qualified arbitrators to the parties. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association, except as expressly modified by rule of the arbitrator.

The arbitrator's decision shall be submitted in writing, and shall set forth his finding and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Escanaba Area Public Schools, the Upper Peninsula Education Association, and the employees involved.

The arbitrator has no authority except to pass upon alleged violations of the provisions of this Agreement, and to determine disputes involving the application or interpretation of such provisions; and shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In cases of discipline or discharge, the arbitrator shall not modify any discipline or discharge imposed, but shall be limited to determine whether just cause existed for the imposition of such discipline. The arbitrator shall not render any decision which would require or permit action in violation of the applicable School Laws and Regulations of the State of Michigan.

The arbitrator's fee and expenses shall be shared by the Escanaba Area Public schools and the Association equally. The expense and compensation for attendance of any employee, witness, or participant in the arbitration proceedings shall be paid by the party calling such employee, witness or requesting such participation.

1324 E. Subjects Excluded From Grievance Procedure:

1325 The following subjects covered and governed by the terms and provisions of this
1326 Agreement shall not be subject to the grievance procedure as herein set forth:
1327

- 1328
- 1329 1. Any complaint or dispute involving the discharge, termination, demotion of a
1330 teacher shall not be subject to the grievance and arbitration provisions if that
1331 teacher's case qualifies for jurisdiction and could be heard pursuant to the
1332 Teachers Tenure Act.
 - 1333
 - 1334 2. Any non-renewal of a probationary teacher's employment, or termination of a
1335 probationary teacher. If a probationary teacher is discharged during the school
1336 year for "just cause" (as distinguished from a non-renewal of employment), then,
1337 only in such event, such discharge shall be subject to the grievance procedure,
1338 and the exclusions herein stated shall not apply.
 - 1339
 - 1340 3. Any claim or complaint for which there is established another remedial procedure
1341 or forum established by law, including alleged disputes within the jurisdiction of
1342 the Equal Employment Commission; Civil Rights Commission; Michigan
1343 Employment Relations Commission or Michigan Tenure Commission.
 - 1344
 - 1345 4. Any action, order or regulation of the Board governed by Article I, paragraph D
1346 of this Agreement, or governed by Article IIB of this Agreement.
 - 1347
 - 1348 5. Any policies, rules or regulations of the Board, except if the same shall directly
1349 relate to wages, hours, and conditions of employment.

1350
1351 F. Class Grievance:

1352 If, in the judgment of the Association Grievance Committee, grievance affects a group
1353 or class of teachers, the Association Grievance Committee may submit such grievance
1354 in writing, to the Superintendent of Schools directly, indicating the same to constitute
1355 a class grievance, and the processing of such grievance shall be commenced at Step
1356 Two of the grievance procedure. Such grievance shall be designated as a "class
1357 grievance" and the class affected shall be designated.
1358

1359
1360 G. Documentation:

1361 Copies of all written decisions of grievance shall be sent to all parties involved and the
1362 Association president. Forms for filing grievances, serving notices, taking appeals,
1363 making reports and recommendations and other necessary documents shall be jointly
1364 prepared and given appropriate distribution by the Superintendent to facilitate operation
1365 of the grievance procedure.
1366

1367
1368 H. General Provisions:

1369 In the event a grievance is filed on or after June 1st, which, if left unresolved until the
1370 beginning of the following school year could result in irreparable harm to a party in
1371

1372 interest, the time limitations herein set forth shall be, insofar as practicable, reduced so
1373 that the grievance procedure may be completed prior to the end of the school terms or
1374 as soon thereafter as is practicable, and references to days shall be, in such event,
1375 deemed to be calendar days.

1376
1377 The filing of any grievance shall in no way interfere with the right of the Board to
1378 proceed in carrying out its management responsibilities, subject to the final decision of
1379 the grievance. In the event the alleged grievance involves an order, requirement,
1380 regulation or similar rule or procedure, the aggrieved person shall fulfill or carry out such
1381 order or requirement pending the final decision of the grievance procedure. No teacher
1382 may be represented by any teacher organization other than the Association in any
1383 grievance procedure initiated pursuant to this Agreement.

1384
1385 The time limitations with regard to presenting grievances at Step One, Step Two, Step
1386 Three, and Step Four of the grievance procedure shall be deemed to be of the essence.
1387 Accordingly, failure by the aggrieved person or the Association to comply and conform
1388 with such time limitations shall be deemed a waiver of the grievance, and such waiver
1389 shall be deemed to be with prejudice and without right for refiling or reinstatement of the
1390 grievance.

1391
1392 Any grievance occurring during the period between the termination date of this
1393 Agreement and the effective date of a new agreement shall not be processed, but may
1394 be the subject of negotiations. Any grievance which arose prior to the effective date of
1395 this Agreement shall not be processed.

1396
1397 No back pay shall be awarded for any period prior to five (5) days before the filing of a
1398 written grievance. No claim for back wages shall exceed the amount of wages the
1399 teacher would otherwise have earned at his regular rate. Any settlement of a back-pay
1400 claim shall be limited to the amount of wages the employee would otherwise have
1401 earned from his regular employment with the district, less any wages earned during the
1402 time he is off work.

1403
1404 It shall be the general practice of all parties of interest to process grievances during
1405 times when such procedures do not interfere with assigned duties.

1406
1407 All documents, communications and records dealing with the processing of a grievance
1408 shall be filed separately from the personnel files of the participants. Access shall be
1409 made available to records of all information necessary to a determination and
1410 processing of a grievance, and teachers' personnel files shall be examined by the
1411 Association only upon prior written approval of the teacher affected submitted to the
1412 Superintendent of Schools.

1413
1414 During the term of this grievance procedure there shall be no strike or lock-out. The
1415 Board of Education and the Association agree they will not permit, direct, encourage,
1416 or support any actions prohibited herein.

1417
1418
1419

1420 I. Rights of Teachers to Representation:

- 1421
1422 1. No reprisals of any kind shall be taken by the Board or by any member of the
1423 administration against any party in interest, any School Representative, any
1424 member of the Association Grievance Committee, or any other participant in the
1425 grievance procedure by reason of such participation.
- 1426
1427 2. Any party in interest may be represented at all stages of the grievance procedure
1428 by a person of his own choosing, except that he may not be represented by a
1429 representative or by an officer of any teacher organization other than the
1430 Association. When a teacher is not represented by the Association, the
1431 Association shall have the right to be present and to state its views at all stages
1432 of the grievance procedure. Individuals may not arbitrate grievances.
- 1433
1434 3. Nothing contained herein shall be construed to prevent any individual teacher
1435 from presenting a grievance and having the grievance adjusted without
1436 intervention of the Association, if the adjustment is not inconsistent with the
1437 terms of this Agreement, provided that the Association has been given
1438 opportunity to be present at such adjustment.

1439
1440 J. Miscellaneous:

- 1441
1442 1. Decisions rendered at Levels One, Two or Three of the grievance procedure
1443 shall be in writing setting forth the decision and the reasons therefore and shall
1444 be transmitted promptly to all parties in interest and to the Chairman of the
1445 Association Grievance Committee.
- 1446
1447 2. All documents, communications and records dealing with the processing of a
1448 grievance shall be filed separately from the personnel files of the participants.
- 1449
1450 3. Forms for filing grievances, serving notices, taking appeals, making reports and
1451 recommendations, and other necessary documents shall be jointly prepared and
1452 given appropriate distribution by the Superintendent so as to facilitate operation
1453 of the grievance procedure.

1454
1455 **ARTICLE XVII - MISCELLANEOUS**

- 1456
1457 A. No polygraph or lie detector device shall be used in any investigation of any teacher
1458 without his consent.
- 1459
1460 B. To fulfill state requirements, professional development days for teachers may be held
1461 on scheduled instruction days, non-session days, or Saturdays which are not part of
1462 holiday weekends.
- 1463
1464 Each teacher who attends a District sponsored professional development day on non-
1465 session days or a Saturday will receive a stipend equal to one day of substitute pay per
1466 session/day.
- 1467

- 1468 Payment to each teacher will be made by separate check at the end of the school year.
1469
1470 The District will seek approval for CEUs for district sponsored professional development
1471 days.
1472
1473 C. This Agreement shall supersede any rules, regulations or practices of the Board which
1474 shall be contrary to or inconsistent with its terms. It shall, likewise, supersede any
1475 contrary or inconsistent terms contained in any individual teacher contracts then in
1476 effect. All future individual teacher contracts shall be made expressly subject to the
1477 terms of this Agreement. The provisions of this Agreement shall be incorporated into
1478 and be considered part of the established policies of the Board.
1479
1480 D. Copies of this Agreement shall be printed at the expense of the Board and presented
1481 to all teachers now employed or hereafter employed by the Board.
1482
1483 E. If any provision of this Agreement of any application of the Agreement to any employee
1484 or group of employees shall be found contrary to the law, then such provision or
1485 application shall not be deemed valid and subsisting except to the extent permitted by
1486 law, but all other provisions or application shall continue in full force and effect.
1487
1488 F. Teachers of the school district may accept work outside the school system but not
1489 during school hours, provided such work does not in any way interfere with the
1490 performance of the teacher's school duties; provided such work does not conflict with
1491 school activities; in accordance with existing policies and practices.
1492
1493 G. Payroll deductions are available upon request for any of the following reasons:
1494
1495 1. For savings or payment of loans to the Delta County Teachers' Credit Union.
1496 2. For a tax sheltered annuity program as agreed upon by the Association.
1497
1498 H. School will be closed November 15.
1499
1500 I. Teachers may designate their bi-weekly pay checks be issued in 20 payments, 26
1501 payments throughout the calendar year, or 20 payments with a lump sum on the last
1502 working day.
1503
1504 J. Hepatitis B vaccinations, if required, shall be paid for by the Board.
1505
1506 **ARTICLE XVIII - AGENCY SHOP**
1507
1508 A. Teachers may at any time sign and deliver to the Board an assignment authorizing
1509 deduction of membership dues and assessments to the Association (including the
1510 National Education Association and the Michigan Education Association). Such
1511 authorization shall continue in effect unless subsequent to June 1st and prior to
1512 September 15th of any year, such authorization is formally revoked by the teacher in
1513 writing and copies thereof are delivered to the Association and the Board. Annual
1514 authorizations are required for political contributions.
1515

- 1516 B. Annual deduction of membership dues shall be made from one regular pay check each
1517 month, for ten (10) months, beginning in September and ending in June of each year
1518 and the Board agrees promptly to remit to the respective Association all monies so
1519 deducted, accompanied by a list of teachers from whom the deductions have been
1520 made. One half of local dues, plus assessments, shall be paid to the Association
1521 Treasurer on the second payday in January with the balance to be paid on the first
1522 payday in May.
1523
- 1524 C. Under no circumstances shall the Board be held responsible for anything other than the
1525 transfer of authorized dues payments. In the event of a teacher's non-payment of dues,
1526 the Board shall be held harmless for the assessment and collection of such dues, and
1527 the imposition of any penalties arising from the non-payment. Such representation of
1528 the Board shall be undertaken by Association counsel reasonably acceptable to the
1529 Board.
1530
- 1531 D. Each bargaining unit member, shall as a condition of employment on or before thirty (30)
1532 days from the date of commencement of duties or the effective date of this Agreement,
1533 whichever is later, join the Association or pay a service fee to the Association equivalent
1534 to the amount of dues uniformly required of the members of the Association, less any
1535 amounts not permitted by law. The bargaining unit member may authorize payroll
1536 deduction for such fee annually, effective January 1 through December 31. In the event
1537 the bargaining unit member shall not pay such service fee directly to the Association or
1538 authorize payment through payroll deduction, the Employer shall, pursuant to MCLA
1539 408.477; MSA 17.2777(7) and at the request of the Association, deduct the service fee
1540 from the bargaining unit member's wages and remit same to the Association under the
1541 procedure below. Such monies shall be remitted to the Association or its designee no
1542 later than twenty (20) days following deduction. The procedure in all cases of non-
1543 payment of the service fee shall be as follows:
1544
- 1545 1. The Association shall notify the bargaining unit member of non-compliance by
1546 certified mail, return receipt requested. Said notice shall detail the non-
1547 compliance and shall provide ten (10) days for compliance, and shall further
1548 advise the recipient that a request for wage deduction may be filed with the
1549 Board in the event compliance is not effectuated.
1550
 - 1551 2. If the bargaining unit member fails to remit the service fee or authorize deduction
1552 for same, the Association may request the Board to make such deduction
1553 pursuant to Paragraph 1, above.
1554
 - 1555 3. The Board, upon receipt of request for involuntary deduction, shall provide the
1556 bargaining unit member with an opportunity for a due process hearing limited to
1557 the question of whether or not the member has remitted the service fee to the
1558 Association or authorized payroll deduction for same.
1559
 - 1560 4. Payroll deductions made pursuant to the procedure outlined above shall be
1561 made in equal amounts as nearly as may be from the paychecks of the
1562 bargaining unit member so affected.
1563

- 1564 5. The deduction of membership dues and/or representation fees shall be made
1565 from the second paycheck of each month for ten (10) months, beginning in
1566 September and ending in June of each year. Dues deductions shall be
1567 transmitted by the Board to the Association designee within ten (10) days after
1568 such deductions are made. The designee shall be responsible for disbursement
1569 of dues paid to the Treasurers of those organizations designated by the
1570 Association. A list of teachers from whom those deductions have been made
1571 shall accompany the remittance to the Association.
- 1572 6. All refunds claimed for dues of the Association, MEA or NEA, under such dues
1573 authorization shall lie solely with the Association. The Association agrees to
1574 reimburse any teacher for the amount of any dues deducted by the Board and
1575 paid to the association, which deduction is by error in excess of the proper
1576 deduction. The Board agrees to assist the Association in finding any
1577 mathematical errors with respect to refund claims.
1578
- 1579 7. The Association shall indemnify and save the Board harmless against and from
1580 any and all claims, demands, suits, or other forms of liability that may arise out
1581 of or by reason of action taken by the Board for the purpose of complying with
1582 the Association security/agency shop provision of this Article. The Association
1583 shall, when the Board is sued individually or jointly, make available competent
1584 legal counsel for such defense at the expense of the Association and the
1585 Michigan and National Education Associations. The Association shall have the
1586 right to negotiate a settlement with any bargaining unit member who challenges
1587 the Association's security/agency shop provisions under this Article. If the
1588 indemnification and hold harmless provision is found to be unlawful, the duty to
1589 make involuntary deductions shall cease.
1590
- 1591 8. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the
1592 Association has established a policy regarding "objection to political ideological
1593 expenditures-administrative procedures." That policy, and the administrative
1594 procedures (including the timetable for payment) pursuant thereto, applies only
1595 to non-association bargaining unit members. Administrative or judicial review
1596 thereof may be availed of by such objecting bargaining unit member concerning
1597 the application and interpretation of this fee.
1598
- 1599 9. Due to certain requirements established in recent court decisions, the
1600 Association represents that the amount of the fee charged to the non-members
1601 along with other required information, may not be available and transmitted to
1602 non-members until mid-school year (December, January or February).
1603 Consequently, the parties agree that this procedure in this article relating to the
1604 payment or non-payment of the representation fee by non-members shall be
1605 activated thirty (30) days following the Association's notification to non-members
1606 of the fee for that given school year.
1607
- 1608 10. The Association shall certify at least annually to the District, fifteen (15) days
1609 prior to the date of the first payroll deduction for professional fees and at least
1610 fifteen (15) days prior to the date of the first payroll deduction for service fees,
1611 the amount of service fee to be deducted by the District, and that said service

1612 fee includes only those amounts permitted by the Agreement and by law.
1613 Further, the Association agrees to timely notify the District in the event a court
1614 order is entered restraining the Association from implementing its policy
1615 regarding objections to political-ideological expenditures. If as a result of notice
1616 that such an order has been entered, the District intends to suspend involuntary
1617 wage deductions under this Article, it shall give timely notice to the Association.
1618

1619 **ARTICLE XIX - STUDENT TEACHERS**

- 1620
- 1621
- 1622 A. The acceptance of any student teacher by a teacher shall be voluntary.
- 1623
- 1624 B. The supervising teacher shall be paid, in addition to his or her contractual salary, that
1625 sum in total as provided by the participating University or College for each eight week
1626 period.
- 1627
- 1628 C. The student teacher may not be used as a substitute teacher.
- 1629

1630 **ARTICLE XX - REDUCTION IN PERSONNEL AND RECALL**

- 1631
- 1632
- 1633 A. When, in the judgment of the Board, reductions in personnel are necessary, the Board
1634 will meet and jointly plan such reductions (lay-offs) with the P.N. Committee, and the
1635 final decision will be made by the Board.

1636

1637 The parties understand that the District receives grant money from various sources for
1638 the purpose of funding student programs. Grant money from state or federal sources
1639 is that which is not contained in the foundation grant.

1640

1641 School nurses, social workers and grant positions shall require a 20 working day notice
1642 of layoff regardless of any contractual provisions to the contrary.

- 1643
- 1644 B. The Board and the Professional Negotiations Committee agree that lay-offs will occur
1645 in the inverse order of seniority as defined in C. below, always provided that the
1646 remaining teachers are certified to teach in the remaining positions. All positions held
1647 by a pink-slipped people shall be posted provided that they are still available as of June
1648 1st.
- 1649
- 1650 C. Seniority shall be determined by using the following criteria as listed in order of priority.
- 1651
- 1652 1. Length of service in Escanaba Area Public Schools;
 - 1653 2. Length of service in department or grade level;
 - 1654 3. Professional qualifications and certifications;
 - 1655 4. Experience in subject or grade level in the last ten (10) years.
- 1656
- 1657 D. The Board shall prepare a seniority list by grade and subject area and transmit same
1658 to the Association on or before October 1 of each contract year. A lottery (drawing of
1659 names) shall be instituted for those bargaining unit members hired with the same first

1660 date of employment. Association and administration representatives and the employees
1661 involved may be present at the lottery. Individuals who are hired to fill additional
1662 sections or classes on a semester to semester basis shall not accrue seniority for work
1663 in such positions. Within ten (10) days after posting of the seniority list, any objections
1664 to the list shall be forwarded. Thereafter, the list shall be final and conclusive for that
1665 year.

1666
1667 E. Teachers who are laid off shall suffer no loss of sick leave benefits or seniority accrued
1668 for that contract year.

1669
1670 F. Teachers who are laid off during a contract year shall be considered having completed
1671 the contract year for purposes of placement on the salary scale. No salary scale
1672 advancement shall be granted if recalled during the same contract year.

1673
1674 G. Recall to employment shall be in the inverse order of lay-off, as determined by the
1675 program(s) offered by the Board.

1676
1677 H. Upon recall, all accrued benefits in Escanaba shall be restored to the employee.

1678
1679 I. Employees shall be notified of recall by registered letter and shall have fifteen (15)
1680 calendar days to respond. If he does not respond by that time, he shall be considered
1681 resigned.

1682
1683 J. No teacher shall be laid off pursuant to a necessary reduction in personnel for any
1684 school year or portion thereof unless the teacher shall have been notified by the day
1685 after the third Monday of May.

1686
1687 K. The Board shall not subcontract teaching assignments to an Intermediate School District
1688 which would cause reduction of staff if enrollment in the given courses is deemed
1689 adequate by the Board.

1690
1691
1692 L. After a bargaining unit member has been on layoff for at least three (3) years or a period
1693 set forth in the Tenure Act, whichever is greater, the Board may remove such
1694 individual's name from the seniority list and shall have no obligation to recall such
1695 individual.

1696
1697
1698 **ARTICLE XXI - EXPERIMENTAL AND INNOVATIVE PROGRAMS**

1699
1700 A. The Board shall provide for the Upper Peninsula Education Association-Michigan
1701 Education Association involvement in new or innovative programs from planning
1702 through evaluation stages.

1703
1704 B. School Crisis Response Team.

1705
1706 1. Participation at any level will be totally voluntary, with the exception of any
1707 employee whose duties are directly related to those of the team.

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- 2. Any training, materials, or instruction will be provided by the Board as necessary.
- 3. Teacher volunteers, including those teachers while out of their assigned room in reacting to the crisis, will be indemnified for any liability resulting from their participation on the team, or substituting for a team member, except in cases of gross negligence or willful misconduct.

ARTICLE XXII - SCHOOL IMPROVEMENT PROGRAM

- A. In the event that the Board of Education studies and implements a school improvement plan, no part of such a plan will be implemented if it violates, contradicts, or is inconsistent with the terms and provisions of this Agreement.
- B. The superintendent or designee shall submit a progress report on SIP to the EEA at the second and fourth quarterly conference.
- C.
 - 1. Participation in the School Improvement Program is to be voluntary at all levels. No assignments or committee responsibilities will be established or directed without the teacher's consent.
 - 2. Non-participating teachers will in no way be subject to discrimination for failure to participate.
 - 3. Each new school year the School Improvement Program Committee should be encouraged to change to bring about new leadership and ideas.

ARTICLE XXIII - LEAST RESTRICTIVE ENVIRONMENT

- A. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs as determined by an individual IEPC on an individual basis.
- B. Any teacher who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited to participate in the IEPC.
- C. The teacher shall have available the services deemed necessary by the IEPC.
- D. Except in life-threatening or extenuating circumstances, the general education classroom teacher shall not be required to perform medical, hygiene or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical needs of the student, except as would normally be undertaken as a teaching responsibility.

ARTICLE XXIV - ADULT EDUCATION

1755
1756
1757 The parties agree that if Adult Education/Community Education is reinstated, the language of
1758 the 1997-1999 contract shall be applicable.

ARTICLE XXV - MENTOR TEACHERS

- 1759
1760
1761 A. Mentor Teacher shall be defined as a Master Teacher, a college professor, or a retired
1762 Master Teacher as identified in Section 1526 of the School Code, as not in effect or as
1763 amended, and shall perform the duties of a Master Teacher as specified in the code.
1764
1765 B. Each bargaining unit member in his/her first three (3) years in the classroom shall be
1766 assigned a Mentor Teacher by the Association with the approval of the Administration.
1767 The purpose of the mentor assignment is to provide an individual who can offer
1768 assistance, resources and information in a non-threatening collegial fashion.
1769
1770 C. A Mentor Teacher shall be assigned in accordance with the following:
1771
1772 1. Participation as a Mentor Teacher shall be voluntary.
1773
1774 2. The District shall immediately notify the Association of those members requiring
1775 a mentor assignment or any affected member whose classroom assignment has
1776 changed.
1777
1778 3. The Association shall notify the Administration when a Mentor Teacher is
1779 matched with a bargaining unit member (Mentee). The assignment of the
1780 Mentor Teacher shall be finalized by the Administration within ten (10) work days
1781 after the notification.
1782
1783 4. Every effort shall be made to match Mentor Teachers and Mentees who work in
1784 the same building and have the same area of certification.
1785
1786 5. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
1787
1788 6. The Mentor Teacher assignment shall be for one (1) year subject to review by
1789 the Mentor Teacher and Mentee at the end of each semester. The appointment
1790 may be renewed in succeeding years.
1791
1792 D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit
1793 member and to provide necessary assistance toward the end of quality instruction,
1794 neither the Mentor Teacher nor the Mentee shall be required to participate in any matter
1795 related to the evaluation of the other. Further, neither shall be required to testify as a
1796 witness in any grievance or administrative hearing involving such evaluations.
1797
1798 E. Where possible, the Mentor Teacher and Mentee shall be assigned common
1799 preparation time, if applicable.
1800
1801 F. Mentees shall be provided with such professional development induction into teaching
1802 as required by law.
1803
1804 G. Mentor Teachers shall be compensated \$500 per school year in which they work as a
1805 Mentor.
1806

ARTICLE XXVI - DURATION OF AGREEMENT

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This Agreement shall be effective as of August 25, 2008, retroactive to July 1, 2008, and shall continue in effect for until June 30, 2011 except, if by the commencement of school in September 2011, the parties have not entered into a new agreement, the terms and provisions of this Agreement shall continue in force and effect until such new agreement shall become effective.

**BOARD OF EDUCATION - ESCANABA
AREA PUBLIC SCHOOLS**

**MICHIGAN EDUCATION ASSOCIATION -
ESCANABA DISTRICT**

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

APPENDIX A - SALARY SCHEDULE

- 1854
1855
1856 A. The Board of Education has established a single salary schedule which shall be in effect
1857 until revised. Any revision of the salary schedule shall be made by joint action of the
1858 Board and the Association. This salary schedule shall apply to all positions covered in
1859 this Agreement, and there shall be no deviation from this schedule for any such position.
1860
1861 B. Salary Schedules:
1862

2008/2009

Yrs.	Exp	Index	BA	BA PC	MA	MA15	MA30	
	1		1	\$ 36,165.11	\$ 37,336.44	\$ 38,507.81	\$ 39,679.13	\$ 40,850.49
	2	1.03		\$ 37,250.06	\$ 38,456.53	\$ 39,663.04	\$ 40,869.50	\$ 42,076.00
	3	1.06		\$ 38,335.02	\$ 39,576.63	\$ 40,818.28	\$ 42,059.88	\$ 43,301.52
	4	1.09		\$ 39,419.97	\$ 40,696.72	\$ 41,973.51	\$ 43,250.25	\$ 44,527.03
	5	1.14		\$ 41,228.23	\$ 42,563.54	\$ 43,898.90	\$ 45,234.21	\$ 46,569.56
	6	1.19		\$ 43,036.48	\$ 44,430.36	\$ 45,824.29	\$ 47,218.16	\$ 48,612.08
	7	1.24		\$ 44,844.74	\$ 46,297.19	\$ 47,749.68	\$ 49,202.12	\$ 50,654.61
	8	1.3		\$ 47,014.64	\$ 48,537.37	\$ 50,060.15	\$ 51,582.87	\$ 53,105.64
	9	1.365		\$ 49,365.38	\$ 50,964.24	\$ 52,563.16	\$ 54,162.01	\$ 55,760.92
	10	1.43		\$ 51,716.11	\$ 53,391.11	\$ 55,066.17	\$ 56,741.16	\$ 58,416.20
	11	1.5		\$ 54,247.67	\$ 56,004.66	\$ 57,761.72	\$ 59,518.70	\$ 61,275.74
	12	1.57		\$ 56,779.22	\$ 58,618.21	\$ 60,457.26	\$ 62,296.23	\$ 64,135.27
	13	1.64		\$ 59,310.78	\$ 61,231.76	\$ 63,152.81	\$ 65,073.77	\$ 66,994.80
	*16	1.71		\$ 61,842.34	\$ 63,845.31	\$ 65,848.36	\$ 67,851.31	\$ 69,854.34
	*19	1.74		\$ 62,927.29	\$ 64,965.41	\$ 67,003.59	\$ 69,041.69	\$ 71,079.85
	*22	1.76		\$ 63,650.59	\$ 65,712.13	\$ 67,773.75	\$ 69,835.27	\$ 71,896.86
	*25	1.785		\$ 64,554.72	\$ 66,645.55	\$ 68,736.44	\$ 70,827.25	\$ 72,918.12
	*28	1.82		\$ 65,820.50	\$ 67,952.32	\$ 70,084.21	\$ 72,216.02	\$ 74,347.89

- 1863
1864
1865 * For Service in Escanaba District (years 16 and beyond)
1866
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1877

1878 The 2009-2010 Salary Schedule is subject to change, based on the following formula:

1879

1880 The base will be increased by 2% subject to the following:

1881

1882 **Insurance:** If the 2009-10 premium increases (Choices II with a \$10/\$20 drug card):

1883 0% -7% - no change in base wage rate

1884 more than 7%, to 11% - decrease wage rate by .25%

1885 more than 11% - decrease wage rate by .5%

1886

1887 **Foundation Grant** If the state Foundation Grant funding allowances increase: (note clarification)

1888 \$0 - \$70 - schedule is decreased by .25%

1889 more than \$70, to \$140 - no change in base wage rate

1891 more than \$140 - schedule will increase by .25%

1892

1893 **Enrollment** If the blended count:

1894 Declines by more than 50 students - the schedule is decreased by .25%

1895 Declines 0 to 50 students - the schedule is not changed

1896 Increases up to 25 students - the schedule will increase by .25%

1897 Increases over 25 students - the schedule will increase by .5%

1898

1899 **Exec. Order**

1900 If there is an Executive Order or state funding cut during the 2008-09 school year, then
1901 the wage increase will be reduced by .25% the following year. (Note clarification)

1902

1903

1904 The 2010-2011 Salary Schedule is subject to change, based on the following formula:

1905

1906 The base will be increased by 2% subject to the following:

1907

1908 **Insurance:** If the 2010-11 premium increases (Choices II with a \$10/\$20 drug card):

1909 0% -7% - no change in base wage rate

1910 more than 7%, to 11% - decrease wage rate by .25%

1911 more than 11% - decrease wage rate by .5%

1912

1913 **Foundation Grant** If the state Foundation Grant allowances increase:

1914 (Note clarification)

1915 \$0 - \$70 - schedule is decreased by .25%

1916 more than \$70, to \$140 - no change in base wage rate

1917 more than \$140 - schedule will increase by .25%

1918

1919 **Enrollment** If the blended count:

1920 Declines by more than 50 students - the schedule is decreased by .25%

1921 Declines 0 to 50 students - the schedule is not changed

1922 Increases up to 25 students - the schedule will increase by .25%

1923 Increases over 25 students - the schedule will increase by .5%

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Exec. Order

If there is an Executive Order or state funding cut during the 2009-10 school year, then the wage increase will be reduced by .25% the following year.
(Note clarification)

Ins. Bidding

The district will comply with state requirements to bid health care insurance.

- C. Payment of salary shall be according to existing schedule except that when any payday falls during a vacation, then teachers shall receive pay for that period on the last working day prior to vacation.
- D. Newly hired teachers shall be placed on the salary schedule with full credit allowed for:
 - 1. Teaching experience outside the Escanaba Area Public Schools not to exceed five (5) years.
 - 2. Interrupted teaching experience within the Escanaba Area Public Schools shall be evaluated by the Superintendent of Schools for Board approval.
 - 3. No credit shall be given for any teaching experience received or earned before obtaining provisional certification.
 - 4. Credit for placement on the salary schedule for teaching experience acquired outside the Escanaba Area Public Schools shall be based on those years performed under a contract in an accredited school with the teacher holding State certification.
- E. No teacher shall be hired at a base salary in excess of the existing salary schedule, after proper determination as to previous experience and or special education certification held.
- F. In the case of the necessity of hiring a non-degree teacher for full time teaching, that person shall be paid for one year at the rate of 90% of the beginning B.A. salary.
- G. Nurses' salaries shall be 90% of the B.A. plus permanent certification using the index of the salary schedule in Appendix A.

Additional duties of nurses may be: giving eye exams to driver's education students, assisting with sports physicals held at the high school, organizing immunizations clinics, and the teaching of blood-borne pathogens.

Comp time for nurses may be arranged for approval by the superintendent for the same discretionary use as personal leave days.

Nurses will be given a minimum of sixty (60) calendar days notice before termination of employment.

1974 H. Advancement of the Schedule:

1975
1976 Teachers completing the necessary number of eligible credit hours for advancement to
1977 the next higher schedule may make application for such consideration as soon as
1978 official grades, transcript, etc., have been received. Such application will be forwarded,
1979 on the appropriate form, to the office of the Superintendent together with the necessary
1980 supporting transcripts. Courses taken for advancement on the salary schedule must
1981 be related to the teacher's assignment or to inter-related disciplines within the scope of
1982 the major or minor fields.

1983
1984 Guidelines used in the evaluation of such applications are as follows:

1985
1986 1. B.A.+ Certification and M.A. +15

1987
1988 a. Only those courses taken after full provisional certification are applicable
1989 for advanced schedule credit.

1990
1991 b. Graduate credit courses of the candidate's own choice may be counted.
1992 They do not have to be in a planned program.

1993
1994 c. Undergraduate credit courses must have the written approval of the
1995 Credentials Evaluation Committee before enrollment. Such requests will
1996 generally be allowed only when the undergraduate course is directly
1997 related to the person's teaching assignment. To secure this approval, file
1998 a written application in triplicate on the appropriate form which is
1999 available in your school office. Send such application to the office of the
2000 Superintendent clearly marked "Attention of Credentials Evaluation
2001 Committee".

2002
2003 2. M.A. +30

2004
2005 a. All hours beyond the M.A. +15 must be on the graduate level and should
2006 be related to one's own area of teaching assignment or in preparation for
2007 a specific future assignment in the system. Any course not included in
2008 a degree program (i.e. second master's program) must be approved by
2009 the committee. In order to secure approval, a written application should
2010 be submitted as in (1-c). In cases where there may be question, doubt,
2011 or where committee action is indicated concerning the application, the
2012 Superintendent and the Board of Education.

2013
2014 Teachers completing the necessary number of eligible credit hours for an
2015 advancement to the next higher schedule may make an application as
2016 soon as work is completed. They will be placed on the next higher
2017 schedule immediately upon confirmation (i.e., statement from the
2018 Superintendent's Office verifying completion of required work), and
2019 retroactive to approval by Credentials Committee.
2020

2021 I. Mileage paid to itinerant teachers and bargaining unit members for approved travel shall
2022 be at the current Federal Rate.
2023

2024 APPENDIX B - SUMMER SCHOOL ATTENDANCE, FOREIGN TRAVEL, AND
2025 EXTENSION COURSES
2026

- 2027 A. Upon receipt of a statement of credit earned in an extension course offered by an
2028 accredited college or university in Escanaba, Marquette, or any other public institution
2029 in Michigan, the Board will pay 75% of the tuition cost for any such credits. For any
2030 other institution the Board will pay 75% of the average between the highest cost and the
2031 lowest cost for graduate level courses of the same nature of the two relevant Michigan
2032 public universities or colleges. This includes any credits earned for job-related
2033 educational expenses.

2034
2035 The board will file a 1099 Form for such educational expenses upon request of the
2036 employee. The Board shall reimburse the employee by separate check. Any
2037 subsequent tax obligation will be the responsibility of the employee.
2038

- 2039 B. Teachers who receive an increase in salary by reaching a higher training level after
2040 summer school attendance shall receive both the increase as provided for in the salary
2041 schedule and the allowance for summer school attendance.
2042

- 2043 C. Reimbursement of tuition will be made twice each year-at the first payday in March for
2044 courses taken during the first semester, and at the first payday in October for courses
2045 taken during the second semester or in summer session. The teacher must be in the
2046 employ of the Escanaba Area Public Schools at the time of reimbursement in order to
2047 receive it.
2048

- 2049 D. For reimbursement the course work must be directly related to the teaching assignment
2050 or pre-approved by the Superintendent

APPENDIX C - EXTRA DUTY PAY SCHEDULE

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1. The District shall have the right to determine qualifications and hire individuals for all Appendix C positions. Seniority shall not be a factor for hiring.
 2. Written evaluations by the appropriate administrator(s) of individuals in all Appendix C positions shall be done periodically, not less than every two years. Copies shall be given to the individuals evaluated. Athletic Director/Activities Director, the appropriate principal, and other appropriate individuals may be involved in such evaluations.
 3. The District shall have the conclusive authority to reassign individuals to different Appendix C positions within a given sport, grades 9-12. Reasons for such reassignments shall be put in writing and shall be given to the individual(s) involved at least 90 days before the first event of a given season, except under unusual circumstances.
 4. No individual in an Appendix C position shall be terminated or reassigned except under unusual circumstances without a reasonable time to correct matters set forth in an evaluation. (Such provisions shall not preclude immediate termination for just cause.)
 5. Contracts for all Appendix C positions shall be signed annually for such positions.
 6. Appendix C positions shall be posted as other teaching vacancies are in Article VII.
- Remuneration (annual) for a given assignment bears a percentage relationship to the appropriate level of the bachelor schedule for the teacher involved. The schedule is based on the adopted B.S. plus permanent certification schedule and percentage as shown in Appendix C. In the event a teacher does not have permanent certification, the schedule is based on the adopted B.S. schedule and percentage as shown in Appendix C. In the event a teacher does not have permanent certification, the schedule is based on the adopted B.S. schedule and percentage as shown in Appendix C.
- Copies of signed contracts of all non-professional staff employed under Appendix C shall be given to such staff and the EEA salary chairperson within seven (7) days of the commencement of the involved extra duty assignment with prior written permission of employee.
- Extra-duty pay scale as applicable to Appendix C will be based on the B.S. plus permanent certification and years of service will be based on experience in the extra-duty position. Newly hired personnel shall be given credit for experience in the specific or related position outside the EAPS not to exceed 5 years. Teachers currently employed (1975-76) will not be affected, and will be paid at the rate established in earlier negotiations as follows:

	<u>Extra Duty</u>	<u>Percentage</u>
2099		
2100	Football:	Jr. High Head Coach 4
2101		Jr. High Asst. Coach 3
2102		*9th Gr. Head Coach 6
2103		*9th Gr. Asst. Coach 5
2104		*J.V. Head Coach 7
2105		*J.V. Asst. Coach 6
2106		*Varsity Head Coach 10
2107		*Varsity Asst. Coach 7
2108		
2109	Cheerleading:	Varsity Head Coach 5
2110	(sideline)	J.V.Asst. Coach 3
2111		9 th Gr. Asst. Coach 3
2112		
2113	Cheerleading:	Varsity Head Coach 5
2114	(Competitive)	Asst. Coach 3
2115		
2116	Wrestling:	Head Coach 10
2117		Asst. Coach 7
2118		
2119	Gymnastics:	Head Coach 10
2120		Asst. Coach 7
2121		
2122	Basketball-Boys:	7 th Grade 4
2123		8 th Grade 4
2124		9 th Grade 6
2125		J.V. Coach 7
2126		Varsity Head Coach 10
2127		
2128	Basketball-Girls:	7 th Grade 4
2129		8 th Grade 4
2130		*Freshman 6
2131		*J.V. Coach 7
2132		*Varsity Head Coach 10
2133		
2134	Tennis:	Head Coach-Boys 6
2135		*Head Coach-Girls 6
2136		Asst. Girls Coach 5
2137		
2138	Golf-Boys/Girls:	Head Coach 6
2139		
2140	Track:	Jr. High Head Coach 3
2141		Jr. High Asst. Coach 2.5
2142		Sr. High Head Coach 6
2143		Sr. High Asst. Coach 5
2144		*Sr. High Cross Country 6
2145		*Sr. High Asst. Cross Country 4.5
2146		

2147	Hockey:	Varsity Head Coach	10
2148		Varsity Asst. Coach	7
2149			
2150	Volleyball-Girls:	Varsity Head Coach	10
2151		J.V. Coach	7
2152		Freshman Coach	6
2153			
2154	Girls Softball:	Varsity Head Coach	6
2155		Asst. Varsity Coach	5
2156			
2157	Baseball	Varsity Head Coach	6
2158		Asst. Varsity Coach	5
2159			
2160	* \$150 for 2 per day practices each week and \$75 for 1 day practices for each week in the		
2161	summer for a maximum of three weeks.		
2162			
2163	Music:	Jr. High Band	5.5
2164		Elementary Honor Band	1.5
2165		Sr. High Band	7.5
2166		Jr. High Orchestra	2
2167		Sr. High Orchestra	3
2168		Elementary Orchestra	1.5
2169		Marching Band	4
2170		Flag Corp	2
2171		Sr. High Vocal Music	5
2172		Musical-Director of Music	4
2173		Musical-Director of Drama	4
2174		Secondary Jazz Band	2.5
2175			
2176	Class Advisors:	9 th Grade	2
2177		10 th Grade	2
2178		11 th Grade	3
2179		12 th Grade	3
2180			
2181	Clubs:	Chess Club	3.5
2182		National Honor	
2183		Society Chairperson	1.5
2184		"E" Club	2.5
2185		Key Club	4
2186		Ski Club	4
2187			
2188	All Other Jr. High:	Drama	2
2189		Student Council	2.5
2190		Cheerleaders	2
2191		Yearbook	2
2192		Girls Intramural Volleyball	1
2193		Intramural Basketball	1
2194		Intramural Wrestling	1

2195	All Other Sr. High:	Ticket Manager	6
2196		Escanaban	4.5
2197		Yearbook Advisor	5.5
2198		Bookstore	3.5
2199		H.S. Quiz Bowl	2
2200		Dramatics	4
2201		Forensics	2.5
2202		Youth in Government	3.5

2203
 2204 7. No extra duty activities which are operated simultaneously may be handled by the same
 2205 individual except in an emergency when dropping of an activity is the only option.
 2206

2207 8. Pay for employees working at athletic events:
 2208

	<u>Varsity</u>	<u>Junior Varsity</u>	<u>Freshmen</u>
2209 <u>Football Games</u>			
2210 Ticket Sellers & Takers,	\$11.00	\$8.00	\$8.00
2211			
2212 Official for "down			
2213 box" and the "chain			
2214 gang"	\$15.00	\$9.00	\$9.00
2215			
2216 Scorekeepers	\$11.00	\$7.00	\$7.00
2217			
2218 <u>Basketball Games-Boys& Girls</u>			
2219 Ticket Sellers & Takers	\$15.00 (west-Vars.-J.V.)		\$8.00
2220	\$13.00 (east-Vars.-J.V.)		
2221			
2222 Scorers/Timekeepers	\$15.00	\$9.00	\$9.00
2223			
2224 <u>Gymnastics & Wrestling</u>			
2225 Ticket Sellers/Takers	\$10.50 (Vars.-J.V.)		
2226			
2227 Scorers/Timekeepers	\$8.00	\$8.00	\$8.00
2228			
2229 <u>Hockey</u>			
2230 Ticket Sellers/Takers	\$11.00		
2231 Scorers/Timekeepers	\$11.00		
2232 Goal Judges	\$6.00		
2233			
2234 <u>Volleyball-Girls</u>			
2235 Ticket Sellers/Takers	\$10.50 / night (Var/JV/Frosh)		
2236 Single match only			\$8.00
2237 Scorers, Varsity	\$11.00		
2238 Scorers, J.V.		\$8.00	
2239 Scorers, Fr.			\$8.00
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Department Heads

Department heads will be paid at the following percentages of the base pay:

a.	Department head with 2-5 members	6.5%
b.	Department head with 6-9 members	7.0%
c.	Department head with 10-13 members	7.5%
d.	Department head with 14+ members	8.0%

The qualifications for department heads shall be as follows:

- A. Bachelor's degree with major in the department or minor plus five (5) years in that department.
- B. Minimum of five (5) years teaching experience on secondary level in the department.
- C. Participation in course work, professional conference or workshops within the last three (3) years.
- D. Submission of a one-page biography describing:
 - 1. Experience which will be of benefit to the department.
 - 2. Goals considered important for the improvement of the department.
- E. Department heads shall be selected mutually by principals and by members of the department for a three (3) year term at a department meeting. Notice of such meeting shall be given to each department member five (5) days prior to the department meeting. In the event an agreement cannot be reached by the mutual parties, the applicant having a Master's Degree with the most seniority in the department will become the department chairperson. If no teacher has a Master's Degree, then the applicant with the most seniority will become the department chairperson.

Drivers Education

Driver education teachers will receive \$18 per hour for both behind-the-wheel and classroom instruction.

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Miscellaneous

- A. Teachers will accept assignments in rotation to chaperone dances without additional compensation. Principals will establish a system whereby teachers may volunteer for the time most convenient for them.

- B. Summer employment of members of extra duty staff shall be remunerated at the rate of \$150.00 per week. Summer employment of teachers in a professional capacity will be remunerated at a pro-rated amount of pay based upon the salary schedule in Appendix A.

- C. No pay shall be received for extra duties for which time from the normal teaching hours or normal teaching load has been made available. Payment, according to Appendix C, shall be made only for those duties performed prior to the regular school opening or after the dismissal time as set forth in Article IV of this Agreement. Duties for which released time is made available shall not receive compensation other than the regular salary.

- D. When plans are being made by the Board to establish or discontinue extra duty programs, the Association shall be notified prior to final action being taken by the Board. In the event of the elimination of an extra-duty position, the individual shall be given at least a 30-day notification. Wages, hours, and working conditions for new extra duty assignments created by the Board shall be subject to negotiations with the Association.

APPENDIX D

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Calendar for Evaluation of Probationary Teacher. (Assumes probationary teachers begin work at the start of the school year. For all other probationary teachers, individual calendars consistent with the above will be developed)

A. September

1. Begin new teacher orientation.

- a. Review the procedure that you expect to follow through the year in evaluating the performance of each probationary teacher.
- b. Review the "Guide to Teacher Evaluation" along with this calendar with all probationary teachers and provide each one with a copy of both.
- c. In cases involving a teacher in the last year of probation, where a written program of assistance was developed in April and May of the preceding year, this program should be reviewed with the teacher involved, and plans completed for implementation of the program.

B. October

1. Begin classroom observations of teachers.
2. Begin recording progress of teachers.

- a. Observation reports.
- b. Anecdotal records.

C. November

1. Continue classroom observations.
2. Begin written documentation in cases where a probationary teacher's work has been unsatisfactory.
 - a. Send a memorandum to each probationary teacher whose work has been unsatisfactory.
 - b. Include suggestions for improvement.
3. Continue progress reports.
 - a. Add reports on such activities as teacher's visitation to other classes, conference participation, etc.
 - b. Add anecdotal records on unusual growth or lack of it.
 - c. Add written reactions of parents, evidence of community participation, evidence of increasing confidence, skill and management.
 - d. Confer with others who share responsibility of the teacher's performance.

- 2385 D. December
 2386
 2387 1. Same as November.
 2388 2. Remember to maintain good communication with each probationary teacher
 2389 regarding progress.
 2390
- 2391 E. January
 2392
 2393 1. Summarize first-semester progress in writing and add to personnel folder.
 2394 2. Make notes where evidence exists that teachers are doing a good job.
 2395 3. Where evidence exists that teachers are not measuring up to your expectations.
 2396
 2397 a. Tell them so, again in writing, but also in a personal conference.
 2398 b. Advise the personnel office in writing.
 2399
- 2400 F. February
 2401
 2402 1. Continue program of previous months for most teachers.
 2403 2. In late February, review all file materials on each probationary teacher.
 2404 3. Schedule "Evaluation Review" conferences with probationary teachers where
 2405 necessary.
 2406
- 2407 G. March
 2408
 2409 1. FIRST WEEK OF MARCH: Complete evaluation forms and recommendations
 2410 for each probationary teacher. Hold the "Evaluation Review" conferences with
 2411 each. Remember: Rate each probationary teacher in comparison to his training
 2412 and experience.
 2413 2. END OF FIRST WEEK: Send signed teacher evaluation to personnel office.
 2414 Retain one copy for each teacher in personnel folder.
 2415 3. BEGINNING OF SECOND WEEK: Recommendations for each probationary
 2416 teacher are due in the personnel office.
 2417 4. MARCH 10TH OR 11TH: Director of Personnel is to hold a conference in each
 2418 case where a teacher is not recommended for tenure.
 2419 5. ABOUT MARCH 18TH: Recommendations for the Board of Education
 2420 consideration are typed and duplicated.
 2421 6. ABOUT MARCH 20TH: Recommendations are mailed to the Board of Education.
 2422 7. ABOUT MARCH 26TH: Action is taken by Board.
 2423
- 2424 H. April
 2425
 2426 1. April 1st: Probationary teachers are notified in writing regarding their satisfactory
 2427 or unsatisfactory service.
 2428 2. April 15th to May 15th: For teachers whose work has not been entirely
 2429 satisfactory: The appropriate person shall develop an Individual Development
 2430 Plan designed to upgrade the performance of each teacher whose work has not
 2431 been satisfactory. The plan is to be in writing and is to be reviewed with the
 2432 teacher.

APPENDIX E
ADDENDA FOR TWO-WAY INTERACTIVE NETWORK SCHOOL IN THE
DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT

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The parties agree that if the Interactive Two-way Network is re-instituted, the language of the 2002-2003 contract shall be applicable.

**APPENDIX F
2008-2009 SCHOOL CALENDAR**

2455		
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2460	August 27, 2008	Teacher Work Day/1/2 Prof Dev
2461	August 28, 2008	Teacher Prof. Dev.
2462		
2463	September 2, 2008	First Student Day
2464		
2465	November 26-28	No School – Thanksgiving Recess
2466		
2467	December 22 thru January 2, 2009	No School – Christmas Break
2468		
2469	January 23, 2009	No Classes – Teacher Work Day
2470		
2471	February 13, 2009	No School –In-Service
2472	February 16, 2009	No School – Winter Break
2473		
2474	March 30, 2009 thru April 3, 2009	No School – Spring Break
2475		
2476	April 10, 2009	No School – Good Friday
2477		
2478	May 25, 2009	No School – Memorial Day
2479		
2480	June 9, 2009	Last Day for Students
2481	June 10, 2009	Teacher Work Day
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APPENDIX G
Letter of Understanding
between

ESCANABA AREA PUBLIC SCHOOLS - BOARD OF EDUCATION

-and-

MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT

The parties agree to the following pilot program for 2006-2008. This may be extended with mutual agreement of the parties.

Comp time is be available to all teachers on a voluntary basis and would operate on a rotating seniority basis.

- 1 class period (HS/MS) = Equivalent amount of comp. time.
- 6 hours of comp. time - One full day
- 3 hours of comp. time - _ day

Teachers can accumulate 3 days of comp time per school year.

Accumulation of Comp. Time

1. Substituting for another teacher
2. Attending an I.E.P.C. before school, or after school. Each I.E.P.C. will equal 1 hour of comp time for teachers attending before or after school. Time will be earned in increments of fifteen (15) minutes.
3. Saturday school supervision
4. Elementary teachers teaching a full period during itinerant time.
5. Emergency situations (principal's determination)

Comp time cannot be used in the last 20 days of school calendar. There will be no carryover at the end of the year. Teachers would be paid at a substitute rate (100%) for any unused comp time or fraction of _ day.

Comp time will be subject to the same conditions/terms as Personal Leave.

BOARD OF EDUCATION:

EDUCATION ASSOCIATION:

By: _____

By: _____

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Its: _____

Its: _____

APPENDIX H

Letter of Understanding

Between

Escanaba Education Association

And

Escanaba Area Board of Education

The parties agree that effective December 3, 2003, retirees can take their terminal leave to purchase service credit under Internal Revenue code section 414 (h)(2). Payment will be made prior to the employee retiring. Any Amount remaining will be paid out in three equal installments over a three-year period into an employer paid Bencor 403(b) Special Pay Plan. If the retiree has no purchase of service credit, then the terminal leave payment will be paid in three equal installments over a three-year period into an employer paid Bencor 403(b) Special Pay Plan. The Bencor 403(b) Special Pay Plan will be sponsored by AIG/VALIC BENCOR INC. with the Plan Trustee WACHOVIA BANK.
This agreement will end June 30, 2004.

This Letter of Understanding supersedes Article XI, Section A. paragraph 4 of the Master Agreement.

David Cannon, EEA PN Chairman

Mary Harrington, President
Escanaba Area Schools
Board of Education

Matthew Johnson-Reeves, EEA President

Date

Date

U.S. Department of Labor Program Highlights



Fact Sheet No. ESA 95-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the

current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location in the United States or any territory or possession of the United States where at least 50 employees are employed by the employer within 75 mile

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or

(over)

This is one of a series of fact sheets highlighting U.S. Department of Labor programs. It is intended as a general description of the program and does not carry the force of legal opinion.

"care provider" means:

doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or

podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or

Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or

health care provider recognized by the employer or the employer's group health plan administrator.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and

other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no-fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;

notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;

offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

(over)

to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

— If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

— FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

— any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility; and any period of incapacity or subsequent treatment in connection with such inpatient care; or

— Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

- (1) A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - treatment two or more times by or under the supervision of a health care provider; or
 - one treatment by a health care provider with a continuing regimen of treatment; or
- (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- (3) A chronic serious health condition which continues over an extended period of time requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

(continued on next page)

employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily

resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. (An interim final rule was published in the Federal Register on June 4, 1993.) For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

Appendix J – Payroll Resolution
(Pursuant to Article XI of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPERS) plan conditions, member may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPERS retirement plan requirements.

This resolution shall have an effective date of _____, 199__.

REPORTING UNIT NAME: _____ (school district)

REPORTING UNIT NUMBER: _____

Approved by the Governing Board (school board)

DATE: _____

Secretary of the Governing Board (school board)

SIGNATURE _____ DATE: _____

Appendix K
Election of Retirement and Universal Service Credit
Benefits under Article
Additional retirement contributions
Payroll Authorization

A Michigan Public School Employees Retirement System (MPERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amount due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect _____
(today's date)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$ _____ per month with a final payment of \$ _____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPERS will only accept payment from my employer for the designated service and not directly from me.

4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earning to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: a) payroll payments are completed, or b) termination of employment.

REPORTING UNIT NAME (school district) _____ NUMBER _____

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME _____

EMPLOYEE SOCIAL SECURITY NUMBER _____

EMPLOYEE SIGNATURE _____ DATE _____