

AGREEMENT

Between

BOARD OF EDUCATION - ESCANABA AREA PUBLIC SCHOOLS

and

MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT

2015-2016

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70 **AGREEMENT**

71
72 This agreement effective as of the 1st day of July 1, 2015 by and between the Board of
73 Education of the Escanaba Area Public Schools, hereinafter "Board," and the Upper
74 Peninsula Education Association - Michigan Education Association, Escanaba District,
75 hereinafter called the "Association."

76 **WITNESSETH**

77
78
79 WHEREAS, the Board and the Association recognize and declare that providing a
80 quality education for the children of the Escanaba Area Public Schools is their mutual aim
81 and that the character of such education depends upon the quality and morale of the
82 teaching service, and the Board of Education and administrative personnel of this district,
83 and

84
85 WHEREAS, the members of the teaching profession are particularly qualified to
86 recommend programs and policies designed to improve educational standards, and

87
88 WHEREAS, the Board and the Association have a statutory obligation pursuant to
89 Act 379 of the Michigan Public Acts of 1965, to bargain with each other relative to hours,
90 wages, terms, and conditions of employment, and

91
92 WHEREAS, the parties, following extended and deliberate professional negotiations,
93 have reached certain understandings which they desire to reduce to writing.

94
95 In consideration of the following mutual covenants, it is hereby agreed as follows:

96
97 **ARTICLE I - RECOGNITION**

- 98
99
100 A. The Board hereby recognizes the Association as the exclusive bargaining
101 representative, as defined in Section II, Act 379 Public Acts of 1965, for all
102 professional personnel, including personnel on tenure and probation, classroom
103 teachers, guidance counselors, librarians, school psychologists and social workers,
104 speech, hearing, and physical therapists, special education teachers, adult
105 education teachers, itinerants, advising or supervising teachers, teachers of the
106 housebound or hospitalized, teachers having attendance duties or responsibilities,
107 school nurses, employed (whether or not assigned to a public school building), but
108 excluding supervisory (those who hire, fire, or evaluate the above mentioned
109 personnel) and executive personnel, custodial and other non instructional
110 employees, supervisory personnel from colleges and universities, and intermediate
111 district personnel. Teaching principals will be excluded from the bargaining unit.
112 The term "teacher", when used hereinafter in this Agreement, shall refer to all
113 employees represented by the Association in the bargaining or negotiating unit as
114 above defined, and references to male teachers shall include female teachers.
115
116 B. The Board agrees not to negotiate with any teachers' organization other than the
117 Association for the duration of this Agreement.

118 C. Nothing contained herein shall be construed to deny or restrict to either party hereto
119 rights he may have under the Michigan General School Laws or applicable civil
120 service laws and regulations. The rights granted to teachers hereunder shall be
121 deemed to be in addition to those provided elsewhere. Nothing contained herein
122 shall be construed to deny to the Board of Education or its designee of the Escanaba
123 Area Public Schools any rights or duties each may have under the Michigan General
124 School Laws or applicable civil service laws and regulations.

126 C. The Escanaba Area School District does not discriminate on the basis of race, color,
127 national origin, sex, age or disability or any other category prohibited by law.

129 D. Pursuant to P.A. 4 of 2011, the Board and Association shall follow the state
130 guidelines regarding the appointment of an emergency financial manager.

131
132

ARTICLE IIA - TEACHER RIGHTS

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A. Pursuant to Act 379 of the Public Acts of 1965, the Board agrees that every
136 employee of the Board represented by the Association hereunder, shall have the
137 right freely to organize, join and support the Association and other concerted
138 activities for the purpose of engaging in collective bargaining or negotiation for
139 mutual aid and protection to the extent permitted by law or to refrain from such
140 activities. The Board and the Association undertake and agree that each will comply
141 with all of the laws of the State of Michigan now in force or enacted during the period
142 of this agreement.

143
144

The Board further agrees that it will not discriminate against any teacher with respect
145 to hours, wages or any terms or conditions of employment by reason of his
146 membership in the Association, his participation in any activities of the Association or
147 collective professional negotiations with the Board, or his institution of any grievance,
148 complaint or proceeding under this Agreement or otherwise with respect to any
149 terms or conditions of employment or refraining from such activities.

150
151

B. The Association and its members shall have the right to use school building facilities
152 at all reasonable hours for meetings, provided that such meetings do not conflict with
153 previously scheduled meetings or activities. No teacher shall be prevented from or
154 be required to wear insignia, pins or other identification of membership in the
155 Association either on or off school premises. Specific bulletin boards, public address
156 systems, school mail boxes and telephones within the school system shall be made
157 available to the Association for Association business.

158
159

C. The Board shall furnish to the Association all records available under the Freedom of
160 Information Act upon written request. The Association shall reimburse the district as
161 provided by FOIA.

162
163

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

- 166
167 E. Bargaining unit members shall have access to their personnel file and may review all
168 materials therein, except confidential letters of recommendation requested by the
169 bargaining unit member related to employment application. Bargaining unit
170 members shall receive copies of any materials to be placed in their personnel file
171 and shall be afforded an opportunity to provide written response within 10 days of
172 receipt of the document for inclusion in the file.
173

174
175 **ARTICLE IIB - BOARD RIGHTS**
176

177 The Board retains all rights, powers, and authority vested in it by law and all management
178 rights and functions. Rights reserved exclusively herein by the District shall include, by way
179 of illustration and not by way of limitation, except to the extent expressly limited by this
180 Agreement, the right to:

- 181
182 A. Direct the affairs of the Employer and to manage and control the school's business,
183 equipment, and operations.
184
185 B. Determine the services, supplies, and equipment necessary to continue its
186 operations and to determine the methods and schedules of operation, and the
187 means, methods, and processes of carrying on the work.
188
189 C. Direct the working forces, including the right to hire, promote, suspend, and
190 discharge employees, transfer employees, make teaching assignments to
191 employees, determine the size of the work force and its organization,
192 responsibilities, and alignments, lay off employees, and determine hours of work.
193
194 D. Adopt rules, regulations, and policies.
195
196 E. Determine the location or relocation of its facilities, including the establishment or
197 relocations of new schools, buildings, departments, divisions, or subdivisions thereof
198 and the relocation or closing of offices, departments, divisions or subdivisions,
199 buildings, or other facilities.
200
201 F. Determine the financial policies, including all accounting procedures, and all matters
202 pertaining to Board public relations.
203

204
205 **ARTICLE III - PROFESSIONAL COMPENSATION**
206

- 207 A. The salaries of teachers covered by this Agreement are set forth in Appendix A,
208 which is attached to and incorporated in this Agreement. Such salary schedules
209 shall remain in effect during the term of this Agreement.
210
211 B. The salary schedule is based upon a normal teaching load during normal teaching
212 hours. No additional assignments other than prevailing practices at the time of the
213 adoption of this contract shall be required of teachers.

- 214
215 C. Teachers shall work according to the negotiated school calendar.
216
217 D. A teacher engaged during the school day in negotiating on behalf of Association with
218 any designated representative of the Board or participating in any professional
219 negotiation, shall be released from regular duties without loss of salary, personal, or
220 sick leave days.
221
222 E. A teacher shall be released from regular duties without loss of salary (or loss of
223 leave days) for any county teachers' conferences or local area workshops, or other
224 conferences as shall be expressly permitted by the Board of Education, or the
225 Superintendent.
226
227 F. The cost for each routine physical exam required of teachers by the Board or by
228 State or Federal programs or laws shall be at the Board's expense.
229

230
231 **ARTICLE IV - TEACHING HOURS**
232

- 233 A. Teachers will work the school calendar and provide their professional services to
234 equate to the instructional hours mandated by the State plus before/after school time
235 as described below. All schedules allow thirty (30) minutes duty free for lunch.
236 Teachers report to school fifteen (15) minutes before starting time and remain fifteen
237 (15) minutes after dismissal in the afternoon unless the daily schedules are mutually
238 reconstructed by the parties.
239
240 B. The Board recognizes the principle of a standardized workweek for all teachers in
241 the system and will, so far as possible, set work schedules and make professional
242 assignments which can reasonably be completed within such standard workweek
243 within or outside of any school building.
244
245 The normal workweek for teachers shall include the normal teaching-load week; plus
246 the performance of other unscheduled professional teaching services and duties,
247 which have been prevailing at the time of the signing of this contract.
248
249 The parties mutually agree and understand that continuing flexibility with respect to
250 arrangement of teaching periods, preparation periods, and the daily and weekly
251 schedule is necessary for progress of education. The parties further mutually agree
252 that the assignment of teaching periods, and time preparation periods, and the
253 remainder of the daily and weekly schedule shall be and remain the exclusive
254 prerogative of the Board of Education.
255
256 C. The Board of Education will employ a noon hour supervisor (or supervisors as
257 conditions warrant) in each elementary building to release K-6 teachers during their
258 noon hour period. Secondary teachers (7-12) shall have a scheduled duty-free
259 lunch period in length as currently scheduled.
260

261 D. When a school is closed due to severe weather, or when otherwise prevented by an
262 Act of God, teachers need not report for duty. (Days beyond the number allowed by
263 state law or regulation will be made up.) In the event of an early dismissal of the
264 schools for reasons stated above, teachers will be released 10 minutes after all
265 children have left the building. No teacher will lose a personal day or sick leave day
266 when school is closed due to an inclement weather and/or any Act of God.

267
268 E. The parties agree that all pupils shall receive the number of instructional hours to
269 allow the District to qualify for full state aid. It is further agreed that the teacher work
270 day as stated in Article IV, paragraphs A& B shall not be extended. In the event that
271 scheduled days/hours are canceled and need to be made up to qualify for full state
272 aid, the makeup time shall be scheduled at the conclusion of the school year or at an
273 otherwise mutually agreeable time. In the event that the hours/days are no longer
274 required to qualify for state aid, then the hours/days shall not be added.

275
276 F. Elementary teachers with classes in excess of twenty (20) students are eligible for
277 comp time if conferences are scheduled after regular teaching day. The purpose is
278 to allow teachers to meet with parents who could not be scheduled during time
279 allotted for parent/teacher days.

280
281 G. Comp time is to be available to all teachers on a voluntary basis and would operate
282 on a rotating seniority basis.

- 283
284 1 class period (HS/ JH) = Equivalent amount of comp. time.
285 6 hours of comp. time - One full day
286 3 hours of comp. time - ½ day

287
288 Teachers can accumulate 3 days of comp time per school year.

289
290 Accumulation of Comp. Time

- 291
292 1. Substituting for another teacher
293
294 2. Attending an I.E.P.C. meeting before school, or after school. Each I.E.P.C.
295 meeting will equal 1 hour of comp time for teachers attending before or after
296 school. Time will be earned in increments of fifteen (15) minutes.
297
298 3. Saturday school supervision
299
300 4. Elementary teachers teaching a full period during itinerant time.
301
302 5. Emergency situations (principal's determination)

303
304 Comp time may be used in the last 20 days of the school calendar, providing the
305 day(s) or time used does not fall on a Monday or Friday, or is contiguous to a
306 holiday; and providing a substitute can be secured. There will be no carryover at the
307 end of the year. Teachers would be paid \$25 per hour for any unused comp time.
308

309 Comp time will be subject to the same conditions/terms as Personal Leave.
310
311

312 **ARTICLE V - TEACHING LOADS AND ASSIGNMENTS**
313

- 314 A. The standardized workweek in the senior high school will be 25 teaching periods and
315 five unassigned preparation periods. The standardized workweek in the junior high
316 school will be 25 teaching periods and five unassigned preparation periods.
317 Elementary teachers will have 4 unassigned preparation periods during their
318 standardized workweek. No departure from these norms, except in case of
319 emergency, shall be authorized without prior consultation with the Association.
320 Elementary preparation periods shall be defined as a block of time during which
321 students are attending an itinerant class. Student recess time shall not be
322 considered teacher prep time.
323

324 Elementary itinerant schedules shall have a maximum limit of 30 sections per week.
325 Itinerants shall also be allotted in their schedule an adequate travel time allowance
326 when it is necessary to schedule classes at multiple schools on any given day. This
327 shall not be considered "prep" time and may reduce the total number of sections
328 scheduled.
329

330 Elementary itinerant teachers assigned part-time shall have their pay percentages
331 calculated as follows: Number of sections divided by 30. For accounting purposes,
332 calculations shall be rounded up to the nearest increment of .05.
333

334 The parties mutually agree and understand that continuing flexibility with respect to
335 arrangement of teaching periods, preparation periods, and the daily and weekly
336 schedule is necessary for progress of education. The parties further mutually agree
337 that the assignment of teaching periods, and time of preparation periods, and the
338 remainder of the daily and weekly schedule shall be and remain the exclusive
339 prerogative of the Board of Education.
340
341

342 **ARTICLE VI - TEACHING CONDITIONS**
343

344 The parties recognize that the availability of optimum school facilities for both
345 student and teacher is desirable to ensure the high quality of education that is the
346 goal of both teacher and the Board. It is also acknowledged that the primary duty
347 and responsibility of the teacher is to teach and that the organization of the school
348 and the school day should be directed at insuring that the energy of the teacher is
349 primarily utilized to this end.
350

- 351 A. The Board recognizes the educational soundness of providing a pupil-teacher ratio
352 of one teacher to 25 pupils in grades K-3 and one teacher to 32 pupils in grades 4-6.
353 Efforts shall be made to enroll an equitable number of students in all sections of
354 classes that are the same within a building or the District.
355
356

357 B. A teacher, who believes that in his professional judgment a teacher overload
358 condition, as defined herein exists, shall have the right to submit a written request to
359 the building administrator to remedy the condition. The request shall include the
360 reasons why, in his professional judgment, a teacher overload condition exists.
361 "Teacher overload" is defined as the assignment of pupils to any teacher, which in
362 his professional judgment is in excess of A., above, is excessive and detrimental to
363 his effectiveness as a teacher and poses danger to the safety and well-being of
364 other students.

365
366 In the event that the 26th student in grades K-3 or the 33rd student in grades 4-6 has
367 a personal aide, this is not considered an overload.

368
369 In making the determination that a claim of teacher overload exists, the parties agree
370 that the following factors, among others, shall be taken into consideration:

- 371 Individual class size.
- 372 Combined student load.
- 373 Number of preparations.
- 374 Number of assignments.
- 375 Planning and preparation time.
- 376 Nature of the learning activities.
- 377 Professional or paraprofessional assistance.
- 378 Teaching equipment and materials.
- 379 Building space and facilities.
- 380 Nature of students.
- 381 Nature of course content.
- 382 Safety of students and staff.

383
384 The building administrator shall refer the matter to a four (4) member panel,
385 consisting of equal representation of Association and Administrative personnel to
386 determine the validity of the claim. The panel shall consider the request, using the
387 guidelines below, and make a recommendation to the Board.

388
389 The panel and building administrator shall consider the following guidelines, among
390 others, to remedy the situation:

- 391
- 392 1. Transfer pupils to other classes.
- 393 2. Transfer pupils to other schools.
- 394 3. Provide additional professional assistance (part-time certified teacher).
- 395 4. Divide the overload into additional groups for teaching purposes.
- 396 5. Schedule excess load on a double session basis.
- 397

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

400
401 In the event the teacher is not satisfied with the disposition, he may lodge a
402 grievance.

403

- 404 C. The Board recognizes that appropriate texts, library reference facilities, maps
405 and globes, laboratory equipment, audio-visual equipment, art supplies, athletic
406 equipment, current periodicals, standard tests and questionnaires, and similar
407 materials are the tools of the teaching profession. A joint teacher and
408 administrative committee will confer from time to time for the purpose of
409 improving the selection and use of such educational tools, and will make
410 recommendations for consideration by the Board. The Board agrees at all times
411 to keep the schools reasonable and properly equipped and maintained.
412
- 413 D. The Board shall attempt to make available during the school day in each school
414 adequate lunch room, restrooms and lounge facilities exclusively for teacher use
415 and at least one room appropriately furnished.
416
- 417 E. In schools where continuous cafeteria service for teachers is not available,
418 vending machines for beverages, candy, gum, etc. will be installed at the request
419 of the Association building representative, the location to be determined by the
420 building principal.
421
- 422 F. Telephone facilities shall be made available to teachers for reasonable use,
423 subject to control by the building principal. All long distance calls shall be
424 properly logged and arrangements made for compensation of any phone calls
425 which shall be chargeable to the number involved.
426
- 427 G. Adequate parking facilities shall be made available for teachers and shall be
428 reserved for their exclusive use and to the extent it is practicable.
429
- 430 H. Notwithstanding their employment, teachers shall be entitled to full rights of
431 citizenship, and no religious or political activities of any teacher, or the lack
432 thereof, shall be grounds for any discipline or discrimination with respect to the
433 professional employment of such teacher. The private and personal life of any
434 teacher is not within the appropriate concern or attention of the Board, provided,
435 however, that any private or personal conduct which becomes public, or a matter
436 of reputation, and adversely affects either the teacher, the schools or the
437 children, shall be an appropriate concern for the attention of the Board and
438 Association.
439
- 440 I. The provisions of this Agreement, and the wages, hours, and conditions of
441 employment shall be applied without regard to race, creed, religion, color,
442 national origin, age, sex, marital status or membership in, or association with, the
443 activities of an employee organization.
444

445 **ARTICLE VII - SABBATICAL LEAVE**

- 446
- 447 A. Teachers who have been employed for seven (7) years consecutively by the Board
448 may be granted a sabbatical leave for professional improvement for up to one (1)
449 year. It is agreed that professional improvement includes full time attendance at a
450 college, university, or other educational institution at the graduate or undergraduate

451 level in a course of study related to his or her assignment in this school district, and
452 travel which will improve the teacher's ability to teach.

453
454 B. In order to qualify for such sabbatical leave a teacher must hold teaching certificate
455 beyond a provisional certificate.

456
457 C. During said sabbatical leave, the teacher shall be considered to be in the employ of
458 said Board, shall have a contract and will be paid 50% of his full salary plus fringe
459 benefits, provided, however, the Board shall not be held liable for death or injuries
460 sustained by any teacher while on sabbatical leave. The teacher guarantees to the
461 Board that he will return for at least two (2) full years of service following the
462 sabbatical leave. Failing to return for the specified time of service, he shall
463 reimburse the Board his salary and the cost of fringe benefits incurred during his
464 leave.

465
466 D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent
467 on such leave in accordance with the rules and regulations established by the
468 Michigan Public School Employees Retirement Board.

469
470 E. A teacher returned from sabbatical leave shall be restored at least to his teaching
471 position or to a position of like nature, seniority, status, and pay.

472
473 F. Sabbatical leave may be granted to two (2) teachers during each year of the
474 contract. Teachers requesting this leave shall submit their request in written form to
475 the Board. The final decision shall be made by the Board.

476
477 G. A leave of absence, without pay, benefits and salary advancement, and without loss
478 of seniority, salary placement or sick leave accrued to the date of starting leave shall
479 be granted upon written application, after two years of employment, made prior to
480 May 1 of the contract year preceding the leave for the purpose of serving as an
481 officer of the Michigan Education Association or the National Education Association.
482 Leave will be granted for one (1) year, and will be granted for one (1) additional year
483 upon written application, provided request is made no later than May 1 of the year of
484 the initial leave. The employee shall notify the Board by May 1 of his year of leave of
485 his intentions to return to employment, or has resigned.

486
487 **ARTICLE VIII - LEAVE PAY**

488
489 A. All teachers absent from duty on account of personal illness, including absences
490 due to maternity, or because of death or illness in the immediate family, shall be
491 allowed full pay for a total of twelve (12) days in any school year. Such days, to
492 the extent unused, may accumulate to a maximum base figure of 180 days.
493 Once such maximum base figure of 180 days has been reached, any of the 12
494 days not used as provided for above shall be deleted. (However, a new 12 days
495 shall be allotted to the teacher at the beginning of the next school year, subject to
496 the deletion at the end of such school year if not used.)

497
498 B. Available sick leave shall be used in the following order by a teacher in any given

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year:

1. First the 12 days allotted for each year shall be used;
2. Next, the accumulated sick days shall be used; and

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

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

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

It is further agreed that except in case of emergency this leave may not be used contiguous to a holiday, or the first day of a semester without prior approval. Written notice of the use of personal leave days for deer hunting shall be given to the building principal one week in advance of the opening of deer season.

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

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

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

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

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ARTICLE IX - LEAVE OF ABSENCE

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

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

B. Absence from duty for the purpose of attending professional meetings or approved visitation at other schools, or court appearances as a witness, providing the employee is not a plaintiff in a suit against the District, or serving jury duty, shall not be charged against one's accumulated sick leave, nor personal business leave, and shall be so compensated for at full pay. Such absences from duty, other than those required as a witness or juror, shall be limited to five (5) days. The number of such days may be extended at the discretion of the Superintendent following a request for such an extension. Jury duty will be compensated at the differential between jury duty pay and the teacher's daily pay.

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

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

D. A leave of absence without pay and without seniority accrual may be granted, not to exceed one year, with options for annual renewal of up to three (3) years for any reason, including securing or engaging in other employment with the annual approval of the Board. In the event the leave is granted, the employee must provide written notice by March 1st to either indicate to the Superintendent that he/she plans to return the following year, or make a request to the Board for an additional year of leave.

- 594 E. Leaves of absence without pay shall be granted at the discretion of the Board of
595 Education, upon application, for the following purposes:
596
597 1. Study related to the teacher's license field.
598
599 2. Study to meet eligibility requirements for a teaching license other than that
600 held by the teacher.
601
602 3. Study, and research, or special teaching assignments involving probable
603 advantage to the school system.
604
605 Seniority on the salary schedule will continue during the period of absence.
606
607 F. The Board may not discriminate against any teacher for campaigning for, or serving
608 in, a public office. The Board shall grant a leave of absence without pay or
609 increment to any teacher to campaign for, or serve in, in a public office.
610
611 Leave of absence in public office is limited to one term or two years, whichever is
612 less.
613
614 G. The Board agrees to grant the Association a maximum of twenty-five (25) days leave
615 per year for officers of the Association to attend conferences, provided forty-eight
616 (48) hours' notice is supplied to the Board or its designee, and provided the Board or
617 its designee approves the attendance.
618
619 The Board shall not be liable for any travel or incidental expenses incurred in such
620 attendance.
621
622 The Association President shall be entitled to 18 days release time per year to
623 attend to Association business. No more than three days may be taken
624 consecutively. The Association will bear the cost of the substitute's pay and
625 retirement contribution for the Association days.
626
627 H. The representatives of the School District and Association agree that it is their
628 mutual intent and understanding to comply fully with the terms and conditions of the
629 Family Medical Leave Act of 1993 (FMLA). In doing so, the parties agree that
630 employees requesting leaves of absence, pursuant of the FMLA, who are found
631 eligible therefore, will be required to utilize paid entitlements for which they are
632 otherwise eligible under the terms and conditions of the Master Agreement during
633 their FMLA leave time. The employee may save up to five days of accumulated sick
634 leave for use upon return from FMLA. While the parties understand and agree that
635 the rights established by FMLA will not diminish any employee benefit programs or
636 plans or paid leave provision dictated by terms of the Master Agreement, they also
637 agree that any rights afforded by the FMLA will not be used to expand an
638 employee's contractual rights and benefits, provided those rights and benefits meet
639 or exceed the basic requirements of the FMLA.
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ARTICLE X - TERMINAL LEAVE

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

After twenty (20) years in the District, 75% (or 50%) of the unused sick leave will be paid to employees that leave the district for other reasons than retirement, except for employees discharged for reasons not arbitrary and capricious, provided however that the maximum number of days to be based upon for terminal leave shall in no event exceed 136 days. The payment shall be based on the retiree's position on the then existing schedule. This number of days, not to exceed 136, shall be multiplied by 75% (or 50%), as set forth above, to determine the actual number of days for terminal leave purposes.

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

Retirees can take their terminal leave to purchase service credit under the 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 403B 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 403 (b) Special Pay Plan. The 403 (b) Special Pay Plan will be sponsored by Valic.

- B. Whenever a teacher plans retirement, notification of intent to retire early is to be submitted to the administration no later than March 1 of the year previous to such retirement so that terminal leave pay can be projected and properly budgeted. If such notification is not given, the teacher may be required to forfeit the right to terminal leave pay unless early retirement is necessitated by illness or other emergency. A final decision will be made by a joint committee of the Association and Administration.
- C. Early Retirement Compensation: A teacher who has acquired a minimum of ten (10) years of service in the Escanaba Area School System and who will meet state

690 requirements for retirement by September 1 of the school year may at his or her
691 option request early retirement. Retirement as used in this policy shall mean
692 severance of active employment with the Escanaba Area Public Schools and
693 verification to the Board of an application from the teacher to the Michigan Public
694 Schools Employees' Retirement System for retirement benefits of said retirement
695 system. The affected teacher will notify the Superintendent of Schools of his or her
696 early retirement in writing no later than March 1 prior to the next school year when
697 such retirement will take effect. If a teacher decides to retire after March 1, but
698 before October 31, his or her request for early retirement incentive must be agreed
699 to by both the Board and the Association. Applicants who do not notify the Board by
700 March 1 or obtain the mutual consent of the Board and the Association shall not be
701 eligible for the benefits outlined in this policy.
702

703 Qualified retirees shall receive One Hundred Fifty (\$150.00) Dollars per month from
704 the Board, beginning on September 1 of the first school year of their retirement, for a
705 period not to exceed six (6) years. The first payment shall be made on the
706 appropriate September 1 and subsequent payments shall be made on the first of
707 each month thereafter. If the first payment will jeopardize retirement benefits, it will
708 be delayed thirty (30) days. A lump sum payment may be elected and will be paid
709 January 1 of each year covering the period of time from September 1 to October 31.
710

711 The \$150.00 monthly benefit can be applied toward the payment of health insurance
712 in effect under the Master Agreement between the Board and the Association at the
713 time of applicable benefits if the retiree submits such a request in writing and is
714 eligible for coverage under the group health insurance then in effect.
715

716 In the event of death of the retiree prior to his or her 6th year, benefits will be paid to
717 the retiree's spouse, if any, or dependent, if any, as defined by the I.R.S. for the
718 same amount of time as it would had the teacher lived throughout the period.
719

720 If a Michigan court, following exhaustion of all available state appeals, rules that
721 early retirement incentive plans are in violation of law, then the Early Retirement
722 Incentive Program described in this policy shall be null and void. In such case, the
723 retirees shall have no cause of action against the Board whatsoever.
724

725 The retiree shall lose eligibility for the rights and benefits set forth herein, if the
726 teacher returns to full-time teaching for compensation at any level or location.
727 The Board, by payment of the monthly amounts required hereunder, shall be
728 relieved from all liability with respect to any benefits provided in this policy. The
729 retiree's benefits and rights shall be specifically limited to the payment of the monthly
730 amount provided for herein. The failure of any insurance company to provide any of
731 the benefits which it has contracted for, for any reason, if such benefits are selected
732 by the retiree, shall not result in any liability to the Board, nor shall such failure be
733 considered a breach by the Board of any obligations or duties under this policy.
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735 **ARTICLE XI - INSURANCE PROTECTION**

- 736 A. The employee will select and the Board will provide one of two options.
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Option 1: MESSA(s) Choices II with a \$500/1000 In-Network/\$1000/\$2000 Out-of-Network deductible, with a Co-payment option of \$20 Office Visit/\$25 Urgent Care \$50/Emergency Room; and with a Saver RX for prescription drugs for the contract period for the employee's entire family; provided, however, that the employee shall pay any and all deductibles required in such insurance plan or coverage. This insurance will be at the PAK rate. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents. Board will pay the deductible amount into a Flexible Spending Account (FSA) on behalf of each employee pre-tax. The Board shall pay no more than 80% toward the costs of said insurance/deductible, with the employee paying the remaining 20%.

Option 2: MESSA's ABC Plan 1 with a \$1300/\$2600 deductible; with an ABC Rx for the contract period for the employee's entire family; provided that the employee shall pay any and all deductibles required in such insurance plan or coverage. This insurance will be at the PAK rate. . The Board shall pay no more than 80% toward the costs of said insurance, with the employee paying the remaining 20%. For members who select the ABC plan, the Board will contribute these dollar amounts toward the deductible: \$800 for single; \$1800 for two-person; \$1800 for full family.

For employees opting to switch from Choices II to the ABC Plan 1, this change shall be selected during "Open Enrollment" in the Fall and the employee will continue under Choices II until the start of the calendar year (January 1st). It is understood that members utilizing the ABC plan will use a Health Savings Account (H.S.A.) rather than a Flexible Spending Account (F.S.A.) as per I.R.S. regulations; and that the Board shall pay toward the deductible as specified above.

- B. The Board will provide dental services provided by Delta Dental, Plan E, with orthodontic rider (0-7), calling for payment up to 80% of dental charges. The Board shall pay 80% of the premium, with the employee paying 20% of the premium. This plan will include internal and external coordination of benefits.
- C. The Board will provide continuous coverage for MESSA Vision Care Plan 3 each school year. The Board shall pay 80% of the premium, with the employee paying 20% of the premium. This plan will include internal and external coordination of benefits.
- D. The Board shall adopt the necessary resolution and do all those things necessary to provide the Association members a payroll deduction for the right to benefits of any tax deferred annuity program of any company who agrees to the payroll deduction of the school, and the two enrollment periods.
- E. The Board shall provide a \$75,000 Life Insurance Policy for each Association member under the Master Agreement (provided by MESSA with AD&D Rider). Any bargaining unit member retiring after July 1, 1990, will be entitled to the same Life

785 Insurance benefits, paid by the Board, as the employees covered under this Master
786 Agreement. Retirees after July 1, 1990 are entitled to same coverage up to the age
787 of 70 paid by the Board. Members hired after July 1, 2015 shall not be entitled to
788 "Retiree Life Insurance."

789
790 F. Each bargaining unit member shall have the right to freeze their sick leave benefits
791 after the designated waiting period for both short-term disability and long term
792 disability.

793
794 G. The Board agrees to make available to members and their families long-term health
795 care insurance offered by the Verity Insurance Company. The full cost of this
796 insurance will be paid by the employee. In no case will the Board be liable for
797 payment or other responsibilities that might be incurred other than payroll deduction.

798
799 H. Any claim by an employee as to insurance benefits shall not be the basis of a
800 grievance or subject to arbitration. The Board, by payment of any premium
801 payments required to provide coverage as agreed upon, shall be relieved from all
802 liability with respect to any insurance benefits provided in this Agreement. The
803 failure of an insurance company to provide any of the benefits which it has
804 contracted for, for any reason, shall not result in any liability to the Board, nor shall
805 such failure to be considered a breach by the Board of any obligations or duties
806 under this Agreement.

807
808 I. Annuity. Pursuant to Section 125 of the Internal Revenue Code, each bargaining
809 unit member for whom such contributions are made shall retain all non-forfeitable
810 rights and control over the tax-deferred annuity plan.

811
812 In lieu of health insurance, the employee shall receive in cash an amount set forth
813 below. Such cash may be contributed to a TSA plan as allowed by federal law.

814
815 The annuity amounts are:

816 Single Subscriber	\$250.00/month = \$3,000 per year
817 Employee Spouse/Employee Child	\$ 75.00/month = \$900 per year
818 No health	\$545.00/month = \$6,540 per year

819

820 In addition to the above, any teacher may take additional MESSA options through
821 payroll deduction, but any additional options beyond these amounts shall be at the
822 cost of the teacher.

823
824 Hold Harmless Clause With Respect to Annuity Options:

825
826 If any additional tax liability is imposed as a result of the Board making an annuity
827 option available, the individual employee shall be responsible for his or her additional
828 taxes plus any interest or penalties due, and the employer shall be responsible for its
829 share of the taxes due plus any interest or penalties due. The employer contribution
830 shall be submitted by separate check paid directly to the annuity company on forms
831 provided by the annuity company, as directed in written form by the employee. In
832 the event of an individual employee's failure or refusal to make any payments as

833 required above, the Board shall be held harmless and indemnified with respect to
834 any additional taxes due plus interest and penalties, if any, arising from such
835 employee's non-payment. Such representation of the Board shall be undertaken by
836 legal counsel reasonably acceptable to the Board.
837

838 J. Beginning with the 2011-2012 school year, any employee who chooses to take
839 health care coverage shall contribute 20% towards the payment of the medical
840 insurance costs (health, dental, vision) under a qualified 125 plan of the Internal
841 Revenue Code. The Board reserves the right to implement a statutory insurance cap
842 with regard to health insurance; or to vote to pay no more than 80% of medical
843 benefit plans, as per Michigan P.A. 152 of 2011.
844

845 **ARTICLE XII - PROTECTION OF TEACHERS**

846
847 A. Teachers shall be responsible for creating and maintaining conditions conducive to
848 learning and discipline. If disruptive behavior becomes abnormally frequent in a
849 teacher's classroom and the teacher excludes a student, the teacher upon request,
850 will furnish the particulars of the incident in writing to the administrator and meet with
851 the administrator and/or the student's parents if requested by the administrator. If
852 the student or parent refuses to attend a conference, the teacher will be notified in
853 writing by the administrator. Other steps may be taken to resolve the matter, such
854 as a behavior plan.
855

856 Whenever it appears that a particular pupil requires the attention of special
857 counselors, social workers, law enforcement personnel, physicians or other
858 professional persons, the Board will take reasonable steps in accordance with Public
859 Act 11, to provide administrative assistance in the supervision of such student during
860 the referral process.
861

862 1. Since the teacher's authority and effectiveness in the classroom is
863 undermined when students discover that there is insufficient administrative
864 backing and support of the teacher, the Board and the administration
865 recognizes its responsibility to give all reasonable support and assistance to
866 teachers in student discipline and class control.
867

868 2. A teacher may temporarily exclude a pupil from class when the grossness of
869 the offense, the persistence of the misbehavior, or the disruptive effect of the
870 violation makes the continued presence of the student in the classroom
871 intolerable as permitted by law.
872

873 3. If the judgment of a teacher is to be questioned by an Administrator, it shall
874 be done privately and not in front of students.
875

876 4. The Board shall provide a statement of the rules, regulations and procedures
877 governing discipline, suspension and expulsion of students. The statement
878 shall be distributed during the first week of each school year.
879

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

886
887 C. If any teacher is complained against or sued by reason of an action taken by the
888 teacher against a student, the Board, after suitable investigation, may provide legal
889 counsel and render all necessary assistance to the teacher in his defense provided
890 the teacher is not in violation of Board policy, consistent with law and acting within
891 the scope of his/her employment. Assistance may include indemnification of
892 damages, fines or legal fees or other reasonable costs.

893
894 Time lost by a teacher in connection with an incident mentioned in this Article shall
895 not be charged against the teacher as sick leave or as personal business leave.

896
897 D. After suitable investigation the Board will reimburse teachers for any loss, damage,
898 or destruction of clothing or personal property of the teacher while on duty in the
899 school or on the school premises not involving personal negligence on the part of the
900 teacher. The Board will not substitute its responsibility for parental responsibility.
901 If a teacher is injured while in the line of duty, free medical, surgical, or hospital care
902 will be furnished by the Board at a designated hospital unless covered by Workers'
903 Compensation. Time lost under such circumstance will not be charged against
904 teacher's sick leave.

905
906 E. Affected teachers will be notified in advance if possible where appropriate and
907 consistent with state or federal law, of a student's serious or chronic communicable
908 disease. The Board shall provide in-service training in hygienic practices and
909 management to teachers coming into contact with students having such
910 communicable diseases.

911
912 F. Employees with drug or alcohol problems are encouraged to seek rehabilitation
913 before such conditions adversely affect their employment. An employee shall not be
914 disciplined merely for seeking treatment. The parties recognize that alcoholism is an
915 illness to the extent defined by law.

916
917 G. The Board and the teachers agree to comply with state law and Board policy as it
918 relates to corporal punishment of students. Teacher may access via the District Web
919 Site, board policies relating to student discipline and corporal punishment, as well as
920 alternatives to corporal punishment. A teacher may use reasonable force, as allowed
921 by law, he deems necessary to protect himself and others from harm; to remove or
922 restrain a student to maintain a safe environment if the student refuses to
923 discontinue his/her behavior after being asked; prevent the student from harm or
924 from harming others; quell a disturbance that threatens injury to any person or;
925 obtain possession of a weapon; or, protect property [MCL 380.1312].
926

927 H. Employees not covered under the Tenure Act (i.e. school social workers), shall
928 not be disciplined, reprimanded, or reduced in compensation without just cause,
929 and thus shall be provided an opportunity for a hearing before the Board. Any
930 such discipline, reprimand or reduction in rank or compensation shall be subject
931 to the professional grievance procedure hereinafter set forth. This section shall
932 not apply to non-renewal of probationary staff.
933

938 **ARTICLE XIII - NEGOTIATION PROCEDURES**

939
940 A. It is agreed that matters not specifically covered by this Agreement, but of common
941 concern to the parties, shall be subject to professional negotiations between them
942 from time to time during the period of this agreement. The parties undertake to
943 cooperate in arranging meetings, selecting representatives for such discussions,
944 furnishing necessary information and otherwise constructively considering and
945 resolving any such matters.
946

947 B. In the event the salary schedule is reopened for negotiation by either party, as
948 provided in Appendix A, Salary Schedule paragraph 2 of this Agreement, the parties
949 will promptly negotiate for the purpose of reaching an agreement upon a revised
950 salary schedule. At least by April 1st, the parties will likewise begin negotiations for a
951 new agreement covering wages, hours, terms, and conditions of employment of
952 teachers employed by the Board.
953

954 C. In any negotiations described in this Article, neither party shall have any control over
955 the selection of the negotiating or bargaining representatives of the other party and
956 each party may select its representatives from within or outside the school district.
957

958 It is recognized that no final agreement between the parties may be executed
959 without ratification by a majority of the Board of Education and by a majority of the
960 membership of the Association, but the parties mutually pledge that representatives
961 selected by each shall be clothed with all necessary power and authority to make
962 proposals, consider proposals, and make concessions in the course of negotiations
963 or bargaining, subject only to such ultimate ratification.
964

965 D. If the parties fail to reach an agreement in any such negotiations, either party may
966 invoke the mediation procedures of the Michigan Employment Relations
967 Commission, or take any other lawful means.
968

969 E. During the first two weeks of each school quarter, the Association Professional
970 Negotiating Committee and the Administrative Staff, together with a member of the
971 Board of Education or its designee shall meet to discuss the administration of this
972 Agreement and any problems under it which either party believes exist or may occur
973 in the operation of the School District. The Superintendent of Schools or the
974 chairman of the Professional Negotiating Committee shall be responsible for calling

975 this meeting. An agenda shall be prepared by the parties covering the subjects to be
976 discussed at least one week prior to the meetings.

- 977
978 F. Any special federal, state, or local aid program being considered for adoption by the
979 District shall be brought to the attention of the Association. The parties shall
980 negotiate wages, hours, and working conditions of any federal, state, or local aid
981 program adopted by the Board if within this bargaining unit.
982

983 **ARTICLE XIV - GRIEVANCE PROCEDURE**

- 987
988 A. Definition of Grievance: A "grievance" is an alleged violation of the terms and
989 provisions of this Agreement, including questions of interpretation of application of
990 the terms and provisions of this Agreement, subject to the exceptions set forth
991 below.
992

- 993 B. Time Limitations: All time limitations herein shall consist of school days, and such
994 limits may be extended only upon mutual written consent of the parties. It is
995 understood and agreed that the time limitations herein set forth shall be considered
996 as substantive, and failure to conform to such limitations shall mean default by the
997 party failing to conform.
998

999 The failure of an aggrieved person to proceed to the next level of the procedure
1000 within the time limits herein set forth shall be deemed to be an acceptance of the
1001 decision previously rendered, and shall constitute a waiver of any future appeal
1002 concerning that particular grievance.
1003

- 1004 C. Purpose and Definitions: The purpose of this grievance procedure is to secure, at
1005 the lowest possible administrative level, equitable solutions to problems which may
1006 arise from time to time affecting the working conditions of teachers. Both parties
1007 agree that these proceedings shall insofar as possible, be kept as informal and
1008 confidential as may be appropriate at any level of the procedure. Nothing contained
1009 herein shall be construed to limit the right of any teacher to discuss a matter
1010 informally with any appropriate member of the administration. The term "aggrieved
1011 person" is the person or persons, including representatives of the Association,
1012 making the grievance.
1013

- 1014 D. Procedure: In the handling and processing of a grievance the following procedures
1015 shall apply:
1016

- 1017 1. Step One. Any teacher who believes he has a grievance may present
1018 such grievance, on an informal basis, with his immediate supervisor. A
1019 representative of the Association Grievance Committee may be present at
1020 this informal conference, if requested. If the grievance is not resolved, the
1021 matter shall be reduced to writing by the aggrieved person and submitted to
1022 his supervisor within five (5) days from the time of the discussion between the

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aggrieved person and his supervisor. In the event the grievance involves more than the aggrieved person or is filed by the Association, it must be filed with the appropriate supervisor who could remedy the alleged grievance. No grievance shall be processed unless it is presented at Step One within fifteen (15) days of its occurrence or of the date upon which it reasonable should have become apparent.

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

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

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

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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, 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. 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.

E. Subjects Excluded From Grievance Procedure:

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

1. Any complaint or dispute involving the discharge, termination, demotion of a teacher.
2. Any non-renewal of a probationary teacher's employment, or termination of a probationary teacher.

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3. Any claim or complaint for which there is established another remedial procedure or forum established by law, including alleged disputes within the jurisdiction of the Equal Employment Commission; Civil Rights Commission; Michigan Employment Relations Commission or Michigan Tenure Commission.
4. Any action, order or regulation of the Board governed by Article I, paragraph D of this Agreement, or governed by Article IIB of this Agreement.
5. Any policies, rules or regulations of the Board, except if the same shall directly relate to wages, hours, and conditions of employment.

F. Class Grievance:

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

G. Documentation:

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

H. General Provisions:

In the event a grievance is filed on or after June 1st, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limitations herein set forth shall be, insofar as practicable, reduced so that the grievance procedure may be completed prior to the end of the school terms or as soon thereafter as is practicable, and references to days shall be, in such event, deemed to be calendar days.

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

1165 The time limitations with regard to presenting grievances at Step One, Step Two,
1166 Step Three, and Step Four of the grievance procedure shall be deemed to be of the
1167 essence. Accordingly, failure by the aggrieved person or the Association to comply
1168 and conform with such time limitations shall be deemed a waiver of the grievance,
1169 and such waiver shall be deemed to be with prejudice and without right for refiling or
1170 reinstatement of the grievance.

1171
1172 Any grievance occurring during the period between the termination date of this
1173 Agreement and the effective date of a new agreement shall not be processed, but
1174 may be the subject of negotiations. Any grievance which arose prior to the effective
1175 date of this Agreement shall not be processed.

1176
1177 No back pay shall be awarded for any period prior to five (5) days before the filing of
1178 a written grievance. No claim for back wages shall exceed the amount of wages the
1179 teacher would otherwise have earned at his regular rate. Any settlement of a back-
1180 pay claim shall be limited to the amount of wages the employee would otherwise
1181 have earned from his regular employment with the district, less any wages earned
1182 during the time he is off work.

1183
1184 It shall be the general practice of all parties of interest to process grievances during
1185 times when such procedures do not interfere with assigned duties.

1186
1187 All documents, communications and records dealing with the processing of a
1188 grievance shall be filed separately from the personnel files of the participants.
1189 Access shall be made available to records of all information necessary to a
1190 determination and processing of a grievance, and teachers' personnel files shall be
1191 examined by the Association only upon prior written approval of the teacher affected
1192 submitted to the Superintendent of Schools.

1193
1194 During the term of this grievance procedure there shall be no strike or lock-out. The
1195 Board of Education and the Association agree they will not permit, direct, encourage,
1196 or support any actions prohibited herein.

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1198
1199 I. Rights of Teachers to Representation:

1200
1201 1. No reprisals of any kind shall be taken by the Board or by any member of the
1202 administration against any party in interest, any School Representative, any
1203 member of the Association Grievance Committee, or any other participant in
1204 the grievance procedure by reason of such participation.

1205
1206 2. Any party in interest may be represented at all stages of the grievance
1207 procedure by a person of his own choosing, except that he may not be
1208 represented by a representative or by an officer of any teacher organization
1209 other than the Association. When a teacher is not represented by the
1210 Association, the Association shall have the right to be present and to state its
1211 views at all stages of the grievance procedure. Individuals may not arbitrate
1212 grievances.

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3. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

J. Miscellaneous:

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

ARTICLE XV- MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be used in any investigation of any teacher without his consent.
- B. To fulfill state requirements, professional development days for teachers may be held on scheduled instruction days, non-session days, or Saturdays which are not part of holiday weekends.

Each teacher who attends a District sponsored professional development day on non-session days or a Saturday will receive a stipend equal to \$15 per hour.

EEA members who provide a district-requested professional service outside the instructional school day (examples: Saturday School, Summer School, Tutoring, Kindergarten Screening) will receive \$25 per hour.

Payment to each teacher will be made by separate check at the end of the school year.

The District will seek approval for CEUs for district sponsored professional development days.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall, likewise, supersede any contrary or inconsistent terms contained in any individual teacher contracts then in effect. All future individual teacher contracts shall be made expressly subject to

1261 the terms of this Agreement. The provisions of this Agreement shall be incorporated
1262 into and be considered part of the established policies of the Board.

1263
1264 D. Copies of this Agreement shall be printed at the expense of the Board and presented
1265 to all teachers now employed or hereafter employed by the Board.

1266
1267 E. If any provision of this Agreement or any application of the Agreement to any
1268 employee or group of employees shall be found contrary to the law, then such
1269 provision or application shall not be deemed valid and subsisting except to the extent
1270 permitted by law, but all other provisions or application shall continue in full force and
1271 effect.

1272
1273 F. Teachers of the school district may accept work outside the school system but not
1274 during school hours, provided such work does not in any way interfere with the
1275 performance of the teacher's school duties; provided such work does not conflict
1276 with school activities; in accordance with existing policies and practices.

1277
1278 G. Payroll deductions are available upon request for:
1279
1280 1. Deposit into a credit union or bank of choice
1281 2. Deposit into a tax sheltered annuity program as agreed upon by the
1282 Association.

1283
1284 H. School will be closed November 15.

1285
1286 I. Teachers may designate their bi-weekly pay checks be issued in 20 payments, 26 or
1287 27 payments throughout the calendar year, or 20 payments with a lump sum on the
1288 last working day.

1289
1290 J. Hepatitis B vaccinations, if required, shall be paid for by the Board.

1291

1292 **ARTICLE XVI - STUDENT TEACHERS**

1293
1294 A. The acceptance of any student teacher by a teacher shall be voluntary.

1295
1296 B. The supervising teacher shall be paid, in addition to his or her contractual salary,
1297 that sum in total as provided by the participating University or College for each eight
1298 week period.

1299 C. The student teacher may not be used as a substitute teacher.

1300

1301 **ARTICLE XVII - REDUCTION IN PERSONNEL AND RECALL**

1302
1303
1304 A. The Board shall prepare a seniority list by grade and subject area and transmit same
1305 to the Association on or before October 1 of each contract year. A lottery (drawing
1306 of names) shall be instituted for those bargaining unit members hired with the same
1307 first date of employment. Association and administration representatives and the
1308 employees involved may be present at the lottery. Individuals who are hired to fill

1309 additional sections or classes on a semester to semester basis shall not accrue
1310 seniority for work in such positions. Within ten (10) days after posting of the seniority
1311 list, any objections to the list shall be forwarded. Thereafter, the list shall be final
1312 and conclusive for that year.

1313
1314 B. Teachers who are laid off shall suffer no loss of sick leave benefits or seniority
1315 accrued for that contract year.

1316
1317 C. Teachers who are laid off during a contract year shall be considered having
1318 completed the contract year for purposes of placement on the salary scale. No
1319 salary scale advancement shall be granted if recalled during the same contract year.

1320
1321 D. Upon recall, all accrued benefits in Escanaba shall be restored to the employee.

1322
1323 E. Employees shall be notified of recall by registered letter and shall have fifteen (15)
1324 calendar days to respond. If he does not respond by that time, he shall be
1325 considered resigned.

1326

1327 **ARTICLE XVIII - EXPERIMENTAL AND INNOVATIVE PROGRAMS**

1328
1329 A. School Crisis Response Team

1330
1331 1. Participation at any level will be totally voluntary, with the exception of any
1332 employee whose duties are directly related to those of the team.

1333
1334 2. Any training, materials, or instruction will be provided by the Board as
1335 necessary.

1336

1337 **ARTICLE XIX - SCHOOL IMPROVEMENT PROGRAM**

1338
1339 A. In the event that the Board of Education studies and implements a school
1340 improvement plan, no part of such a plan will be implemented if it violates,
1341 contradicts, or is inconsistent with the terms and provisions of this Agreement.

1342 B. The superintendent or designee shall submit a progress report on SIP to the EEA at
1343 the second and fourth quarterly conference.

1344
1345 C. 1. Participation in the School Improvement Program is to be voluntary at all
1346 levels. No assignments or committee responsibilities will be established or
1347 directed without the teacher's consent.

1348
1349 2. Non-participating teachers will in no way be subject to discrimination for
1350 failure to participate.

1351
1352 3. Each new school year the School Improvement Program Committee should
1353 be encouraged to change to bring about new leadership and ideas.

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ARTICLE XX– LEAST RESTRICTIVE ENVIRONMENT

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- A. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual disabled 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 disabled 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 XXI - MENTOR TEACHERS

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- A. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in Section 1526 of the School Code, as not in effect or as amended, and shall perform the duties of a Master Teacher as specified in the code.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. The purpose of the mentor assignment is to provide an individual who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. Participation as a Mentor Teacher shall be voluntary.
 - 2. The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 - 3. The Association shall notify the Administration when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within ten (10) work days after the notification.
 - 4. Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - 5. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, neither the Mentor Teacher nor the Mentee shall be required to participate in any matter related to the evaluation of the other. Further, neither shall be required to testify as a witness in any grievance or administrative hearing involving such evaluations.
- E. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time, if applicable.
- F. Mentees shall be provided with such professional development induction into teaching as required by law.
- G. Mentor Teachers shall be compensated \$500 per school year in which they work as a Mentor.

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ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2015 and shall continue in effect for until June 30, 2016.


Pursuant to P.A. 4 of 2011, the Board and Union shall follow the state guidelines regarding the appointment of an emergency financial manager.

BOARD OF EDUCATION

MICHIGAN EDUCATION ASSOCIATION

ESCANABA AREA PUBLIC SCHOOLS

ESCANABA DISTRICT

By: 
Its: B.O.E. President

By: 
Its: EEA President

By: 
Its: Vice President

By: 
Its: AN Chair

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APPENDIX A - SALARY SCHEDULE

A. The Board of Education has established a single salary schedule which shall be in effect until revised. Any revision of the salary schedule shall be made by joint action of the Board and the Association. This salary schedule shall apply to all positions covered in this Agreement, and there shall be no deviation from this schedule for any such position.

B. Salary Schedule for the 2015-2016 school year:

2015-2016 Salary Schedule

Years Experience	1% Index	BA 1	BA + PC 2	MA 3	MA +15 4	MA + 30 5
1	1.00	37,630.55	38,849.35	40,068.19	41,286.97	42,505.78
2	1.03	38,759.47	40,014.83	41,270.23	42,525.57	43,780.96
3	1.06	39,888.39	41,180.31	42,472.28	43,764.18	45,056.13
4	1.09	41,017.30	42,345.79	43,674.33	45,002.79	46,331.30
5	1.14	42,698.83	44,288.26	45,677.74	47,067.14	48,456.59
6	1.19	44,780.36	46,230.73	47,681.14	49,131.49	50,581.88
7	1.24	46,661.89	48,173.20	49,684.55	51,195.84	52,707.17
8	1.30	48,919.72	50,504.16	52,088.65	53,673.06	55,257.52
9	1.365	51,365.71	53,029.36	54,693.08	56,356.71	58,020.39
10	1.43	53,811.69	55,564.57	57,297.51	59,040.36	60,783.27
11	1.50	56,445.83	58,274.03	60,102.28	61,930.45	63,758.67
12	1.57	59,079.97	60,993.48	62,907.06	64,820.54	66,734.08
13	1.64	61,714.11	63,712.94	65,711.83	67,710.62	69,709.48
*16	1.71	64,348.25	66,432.39	68,516.60	70,600.71	72,684.89
*19	1.74	65,477.17	67,597.87	69,718.65	71,839.32	73,960.06
*22	1.76	66,229.78	68,374.86	70,520.01	72,665.06	74,810.18
*25	1.785	67,170.54	69,346.09	71,521.72	73,697.23	75,872.82
*28	1.82	68,487.61	70,705.82	72,924.10	75,142.28	77,360.52

* For Service in Escanaba District (years 16 and beyond)

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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:

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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.

H. Advancement of the Schedule:

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

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

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

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- a. Only those courses taken after full provisional certification are applicable for advanced schedule credit.
- b. Graduate credit courses of the candidate's own choice may be counted. They do not have to be in a planned program.
- c. Undergraduate credit courses must have the written approval of the Credentials Evaluation Committee before enrollment. Such requests will generally be allowed only when the undergraduate course is directly related to the person's teaching assignment. To secure this approval, file a written application in triplicate on the appropriate form which is available in your school office. Send such application to the office of the Superintendent clearly marked "Attention of Credentials Evaluation Committee".

2. M.A. +30

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

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

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

**APPENDIX B - SUMMER SCHOOL ATTENDANCE, FOREIGN TRAVEL, AND
EXTENSION COURSES**

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- A. Upon receipt of a statement of credit earned in an extension course offered by an accredited college or university in Escanaba, Marquette, or any other public institution in Michigan, the Board will pay 75% of the tuition cost for up to 3 credits per school fiscal year. For any other institution the Board will pay 75% of the average between the highest cost and the lowest cost for graduate level courses of the same nature of the two relevant Michigan public universities or colleges. This includes any credits earned for job-related educational expenses.

The board will file a 1099 Form for such educational expenses upon request of the employee. The Board shall reimburse the employee by separate check. Any subsequent tax obligation will be the responsibility of the employee.
- B. Teachers who receive an increase in salary by reaching a higher training level after summer school attendance shall receive both the increase as provided for in the salary schedule and the allowance for summer school attendance.
- C. Reimbursement of tuition will be made twice each year-at the first payday in March for courses taken during the first semester, and at the first payday in October for courses taken during the second semester or in summer session. Submission of tuition reimbursement requests must be made no later than 6 months after the conclusion of the course. The teacher must be in the employ of the Escanaba Area Public Schools at the time of reimbursement in order to receive it.
- D. For reimbursement the course work must be directly related to the teaching assignment 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. Contracts for all Appendix C positions shall be signed annually for such positions.
3. Appendix C positions shall be posted as other teaching vacancies are in Article VII.
4. Staff employed in Appendix C positions shall have the option of receiving salary divided into regular scheduled pay periods or at the completion of the extra duty.

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.

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>
Football:	Jr. High Head Coach	4
	Jr. High Asst. Coach	3
	*9th Gr. Head Coach	6
	*9th Gr. Asst. Coach	5
	*J.V. Head Coach	7
	*J.V. Asst. Coach	6
	*Varsity Head Coach	10
	*Varsity Asst. Coach	7
Cheerleading:	Varsity Head Coach	5
(sideline)	J.V.Asst. Coach	3
	9 th Gr. Asst. Coach	3
Cheerleading:	Varsity Head Coach	5
(Competitive)	Asst. Coach	3

1657	Wrestling:	Head Coach	10
1658		Asst. Coach	7
1659			
1660	Gymnastics:	Head Coach	10
1661		Asst. Coach	7
1662			
1663	Basketball-Boys:	7 th Grade	4
1664		8 th Grade	4
1665		9 th Grade	6
1666		J.V. Coach	7
1667		Varsity Head Coach	10
1668			
1669	Basketball-Girls:	7 th Grade	4
1670		8 th Grade	4
1671		*Freshman	6
1672		*J.V. Coach	7
1673		*Varsity Head Coach	10
1674			
1675	Tennis:	Head Coach-Boys	6
1676		*Head Coach-Girls	6
1677		Asst. Girls Coach	5
1678			
1679	Golf-Boys/Girls:	Head Coach	6
1680			
1681	Track:	Jr. High Head Coach	3
1682		Jr. High Asst. Coach	2.5
1683		Sr. High Head Coach	6
1684		Sr. High Asst. Coach	5
1685		*Sr. High Cross Country	6
1686		*Sr. High Asst. Cross Country	4.5
1687			
1688	Hockey:	Varsity Head Coach	10
1689		Varsity Asst. Coach	7
1690			
1691	Volleyball-Girls:	Varsity Head Coach	10
1692		J.V. Coach	7
1693		Freshman Coach	6
1694			
1695	Girls Softball:	Varsity Head Coach	6
1696		Asst. Varsity Coach	5
1697			
1698	Baseball	Varsity Head Coach	6
1699		Asst. Varsity Coach	5
1700			

* \$150 for 2 per day practices each week and \$75 for 1 day practices for each week in the summer for a maximum of three weeks.

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1705	Music:	Jr. High Band	5.5
1706		Elementary Honor Band	1.5
1707		Sr. High Band	7.5
1708		Jr. High Orchestra	2
1709		Sr. High Orchestra	3
1710		Elementary Orchestra	1.5
1711		Marching Band	4
1712		Flag Corp	2
1713		Sr. High Vocal Music	5
1714		Musical-Director of Music	4
1715		Musical-Director of Drama	4
1716		Secondary Jazz Band	2.5
1717			
1718	Class Advisors:	9 th Grade	2
1719		10 th Grade	2
1720		11 th Grade	3
1721		12 th Grade	3
1722			
1723	Clubs:	Chess Club	3.5
1724		National Honor	
1725		Society Chairperson	1.5
1726		"E" Club	2.5
1727		Key Club	4
1728		Ski Club	4
1729			
1730	All Other Jr. High:	JH Ticket Manager	2
1731		Drama	2
1732		Student Council	2.5
1733		Cheerleaders	2
1734		Yearbook	2
1735		Girls Intramural Volleyball	1
1736		Intramural Basketball	1
1737		Intramural Wrestling	1
1738			
1739	All Other Sr. High:	Ticket Manager	6
1740		Escanaban	4.5
1741		Yearbook Advisor	5.5
1742		Bookstore	3.5
1743		H.S. Quiz Bowl	2
1744		Dramatics	4
1745		Forensics	2.5
1746		Youth in Government	3.5
1747			
1748	4.	No extra duty activities which are operated simultaneously may be handled by the same individual except in an emergency when dropping of an activity is the only option.	
1749			
1750			
1751			
1752	5.	Pay for employees working at athletic events:	
1753			
1754		<u>Football Games</u>	

1755 Ticket Workers \$12.00 per event
 1756 Official for "down box" and
 1757 the "chain gang" \$15.00 \$9.00 \$9.00
 1758
 1759 Scorekeepers \$11.00 \$7.00 \$7.00

Basketball Games-Boys& Girls

1760
 1761 Ticket Workers \$12.00 per event
 1762
 1763 Scorers/Timekeepers \$15.00 \$9.00 \$9.00
 1764

Gymnastics & Wrestling

1765
 1766 Ticket Workers \$12.00 per event
 1767
 1768 Scorers/Timekeepers \$8.00 \$8.00 \$8.00
 1769

Hockey

1770
 1771 Ticket Workers \$12.00 per event
 1772 Scorers/Timekeepers \$11.00
 1773 Goal Judges \$6.00
 1774

Volleyball-Girls

1775
 1776 Ticket Workers \$12.00 per event
 1777
 1778 Scorers, Varsity \$11.00
 1779 Scorers, J.V. \$8.00
 1780 Scorers, Fr. \$8.00
 1781
 1782
 1783
 1784

Department Heads

1785
 1786 Department heads will be paid at the following percentages of the base pay:
 1787

- 1788 a. Department head with 2-5 members 6.5%
- 1789 b. Department head with 6-9 members 7.0%
- 1790 c. Department head with 10-13 members 7.5%
- 1791 d. Department head with 14+ members 8.0%

Drivers Education

1792
 1793
 1794 Driver education teachers will receive \$18 per hour for both behind-the-wheel and
 1795 classroom instruction.
 1796

Miscellaneous

- 1797 A. Teachers will accept assignments in rotation to chaperone dances without additional
 1798 compensation. Principals will establish a system whereby teachers may volunteer
 1800 for the time most convenient for them.
 1801
 1802

- 1803 B. Summer employment of members of extra duty staff shall be remunerated at the rate
1804 of \$150.00 per week. Summer employment of teachers in a professional capacity
1805 will be remunerated at a pro-rated amount of pay based upon the salary schedule in
1806 Appendix A.
1807
- 1808 C. No pay shall be received for extra duties for which time from the normal teaching
1809 hours or normal teaching load has been made available. Payment, according to
1810 Appendix C, shall be made only for those duties performed prior to the regular
1811 school opening or after the dismissal time as set forth in Article IV of this Agreement.
1812 Duties for which released time is made available shall not receive compensation
1813 other than the regular salary.