

AGREEMENT

Between

BOARD OF EDUCATION - ESCANABA AREA PUBLIC SCHOOLS

and

MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT

2008-2011

Table of Contents

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

49		
50	Article XXIII - Least Restrictive Environment	35
51		
52	Article XXIV - Adult Education	36
53		
54	Article XXV - Mentor Teachers	37
55		
56	Article XXVI - Duration of Agreement	38
57		
58	Appendix A - Salary Schedule	39
59		
60	Appendix B - Summer School Attendance, Foreign Travel & Extension Courses	44
61		
62	Appendix C - Extra Duty Pay Schedule	45
63		
64	Appendix D - Calendar for Evaluation of Probationary Teachers	51
65		
66	Appendix E - Addenda for Two-Way Interactive Network School in the	
67	Delta-Schoolcraft Intermediate School District	53
68		
69	Appendix F - School Calendar	54
70		
71	Appendix G - Letter of Understanding	55
72		
73	Appendix H - Letter of Understanding (Bencor).....	56
74		
75	Appendix I - Family Medical Leave Act	57
76		
77	Appendix J - Payroll Resolution.....	61
78		
79	Appendix K -Election of Retirement and Universal Service Credit Benefits	62
80		
81		
82		
83		
84		
85	Signature Page	38

86 **AGREEMENT**

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

92 **WITNESSETH**

93
94
95 WHEREAS, the Board and the Association recognize and declare that providing a
96 quality education for the children of the Escanaba Area Public Schools is their mutual aim and
97 that the character of such education depends upon the quality and morale of the teaching
98 service, and the Board of Education and administrative personnel of this district, and
99

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

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

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

110 In consideration of the following mutual covenants, it is hereby agreed as follows:
111
112
113

114 **ARTICLE I - RECOGNITION**

115
116 A. The Board hereby recognizes the Association as the exclusive bargaining
117 representative, as defined in Section II, Act 379 Public Acts of 1965, for all professional
118 personnel, including personnel on tenure and probation, classroom teachers, guidance
119 counselors, librarians, school psychologists and social workers, speech, hearing, and
120 physical therapists, special education teachers, adult education teachers, itinerants,
121 advising or supervising teachers, teachers of the housebound or hospitalized, teachers
122 having attendance duties or responsibilities, school nurses, employed (whether or not
123 assigned to a public school building), but excluding supervisory (those who hire, fire, or
124 evaluate the above mentioned personnel) and executive personnel, custodial and other
125 non instructional employees, supervisory personnel from colleges and universities, and
126 intermediate district personnel. Teaching principals will be excluded from the bargaining
127 unit. The term "teacher", when used hereinafter in this Agreement, shall refer to all
128 employees represented by the Association in the bargaining or negotiating unit as
129 above defined, and references to male teachers shall include female teachers.
130

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

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

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

145 **ARTICLE IIA - TEACHER RIGHTS**

146
147 A. Pursuant to Act 379 of the Public Acts of 1965, the Board agrees that every employee of
148 the Board represented by the Association hereunder, shall have the right freely to
149 organize, join and support the Association and other concerted activities for the purpose
150 of engaging in collective bargaining or negotiation for mutual aid and protection to the
151 extent permitted by law. The Board and the Association undertake and agree that each
152 will comply with all of the laws of the State of Michigan now in force or enacted during
153 the period of this agreement.
154

155 The Board further agrees that it will not discriminate against any teacher with respect to
156 hours, wages or any terms or conditions of employment by reason of his membership in
157 the Association, his participation in any activities of the Association or collective
158 professional negotiations with the Board, or his institution of any grievance, complaint or
159 proceeding under this Agreement or otherwise with respect to any terms or conditions of
160 employment.
161

162 B. The Association and its members shall have the right to use school building facilities at
163 all reasonable hours for meetings, provided that such meetings do not conflict with
164 previously scheduled meetings or activities. No teacher shall be prevented from
165 wearing insignia, pins or other identification of membership in the Association either on
166 or off school premises. Specific bulletin boards, public address systems, school mail
167 boxes and telephones within the school system shall be made available to the
168 Association for Association business.
169

170 C. The Board shall furnish to the Association all records available under the Freedom of
171 Information Act upon written request.
172

173 D. Copies of the approved minutes, agendas of regular and special Board meetings, and
174 new or proposed Board Policies after the first reading shall be sent promptly to the
175 President of the Association.
176

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

182 F. Written or verbal complaints of a serious nature requiring timely action shall be provided
183 to the bargaining unit member(s) within ten (10) working days of time that the immediate
184 supervisor had been notified of the Complaint. Written or verbal complaints as
185 described above that were not made known to the bargaining unit member within the
186 ten (10) days after the complaint is made known to the immediate supervisor shall not
187 be entered in the personnel record of the bargaining unit member in any way.
188 Bargaining unit members may cause letters of recommendation to be placed in their
189 personnel file as permitted by law. It is understood that circumstances and issues of a
190 criminal, legal, or legally confidential nature involving law enforcement agencies may not
191 be subject to this 10-day limitation.
192
193

194 **ARTICLE IIB - BOARD RIGHTS**

195
196 The Board retains all rights, powers, and authority vested in it by law and all management
197 rights and functions. Rights reserved exclusively herein by the District shall include, by way of
198 illustration and not by way of limitation, except to the extent expressly limited by this
199 Agreement, the right to:
200

- 201 A. Direct the affairs of the Employer and to manage and control the school's business,
202 equipment, and operations.
- 203
204 B. Determine the services, supplies, and equipment necessary to continue its operations
205 and to determine the methods and schedules of operation, and the means, methods,
206 and processes of carrying on the work.
- 207
208 C. Direct the working forces, including the right to hire, promote, suspend, and discharge
209 employees, transfer employees, make teaching assignments to employees, determine
210 the size of the work force and its organization, responsibilities, and alignments, lay off
211 employees, and determine hours of work.
- 212
213 D. Adopt rules, regulations, and policies.
- 214
215 E. Determine the location or relocation of its facilities, including the establishment or
216 relocations of new schools, buildings, departments, divisions, or subdivisions thereof
217 and the relocation or closing of offices, departments, divisions or subdivisions, buildings,
218 or other facilities.
- 219
220 F. Determine the financial policies, including all accounting procedures, and all matters
221 pertaining to Board public relations.
222

223 **ARTICLE III - PROFESSIONAL COMPENSATION**

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

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

250 **ARTICLE IV - TEACHING HOURS**
 251

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

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

- 269
 270 1. Teachers in the Senior High School shall be assigned six (6) periods per day:
 271 five (5) teaching, one (1) preparation, and a duty-free lunch time. Teachers are
 272 required to report no later than fifteen (15) minutes prior to the first assigned
 273 periods and remain fifteen (15) minutes after the last assigned period unless
 274 mutually restructured by the parties.
 275
 276
 277

The schedule at the high school for the 2006-2007 school year will be:

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

B. 2004-2005 Elementary Schedules

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

Notes:

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

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

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

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

327
328 The parties mutually agree and understand that continuing flexibility with respect to
329 arrangement of teaching periods, preparation periods, and the daily and weekly
330 schedule is necessary for progress of education. The parties further mutually agree that
331 the assignment of teaching periods, and time preparation periods, and the remainder of
332 the daily and weekly schedule shall be and remain the exclusive prerogative of the
333 Board of Education.

334
335 D. The Board of Education will employ a noon hour supervisor (or supervisors as
336 conditions warrant) in each elementary building to release K-6 teachers during their
337 noon hour period. Secondary teachers (7-12) shall have a scheduled duty-free lunch
338 period in length as currently scheduled.

339
340 E. When a school is closed due to severe weather, or when otherwise prevented by an Act
341 of God, teachers need not report for duty. (Days beyond the two allowed by state law or
342 regulation will be made up.) In the event of an early dismissal of the schools for
343 reasons stated above, teachers will be released 10 minutes after all children have left
344 the building. No teacher will lose a personal day or sick leave day when school is
345 closed due to an inclement weather and/or any Act of God.

346
347 F. The parties agree that all pupils shall receive the number of instructional hours to allow
348 the District to qualify for full state aid. It is further agreed that the teacher work day as
349 stated in Article IV, paragraphs A& B shall not be extended. In the event that scheduled
350 days/hours are canceled and need to be made up to qualify for full state aid, the
351 makeup time shall be scheduled at the conclusion of the school year or at an otherwise
352 mutually agreeable time. In the event that the hours/days are no longer required to
353 qualify for state aid, then the hours/days shall not be added.

354
355 G. Elementary teachers with classes in excess of twenty (20) students are eligible for comp
356 time if conferences are scheduled after regular teaching day. The purpose is to allow
357 teachers to meet with parents who could not be scheduled during time allotted for
358 parent/teacher days.

359
360 **ARTICLE V - TEACHING LOADS AND ASSIGNMENTS**

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

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

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

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

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

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

403
404 1. Department Level Decisions.

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

410
411 2. Building Level Decisions.

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

416
417
418

419 3. District Level.
420
421 Those courses or combination of courses that remain after the Department and
422 Building Level Decisions have been made will be posted throughout the district
423 and will be reassigned based on district seniority and certification. Those
424 courses or combination of courses that are remaining will be posted as true
425 openings outside the district.

426 4. Displacement/Bumping
427
428 A teacher whose assignment is eliminated, or reduced, is considered displaced
429 and may exercise bumping rights to the extent of the reduction, by bumping the
430 least senior teacher in the building first. If no position is available in that building
431 the teacher may then bump the least senior teacher in the district for which they
432 are certified.

433
434
435 If the position is reinstated the following school year, the teacher may elect to
436 return to his/her former position.

437
438 D. Annual internal process for filling middle school openings, development of master
439 schedules, displacement/bumping, shall be as follows:

440 1. Building Level
441
442 Within the Middle School Building, the course openings and their respective
443 assignments will be determined by the team leader or a senior teacher and the
444 principal. This shall be the process employed to address the staffing needs.
445 These assignments will be based on the district seniority and certification.

446
447 2. District Level.
448
449 Those courses or combination of courses that remain after the Building Level
450 Decisions have been made will be posted throughout the district and will be
451 reassigned based on district seniority and certification. Those courses or
452 combination of courses that are remaining will be posted as true openings
453 outside the district.

454
455 3. Displacement/Bumping
456
457 A teacher whose assignment is eliminated, or reduced, is considered displaced
458 and may exercise bumping rights to the extent of the reduction, by bumping the
459 least senior teacher in the building first. If no position is available in that building
460 the teacher may then bump the least senior teacher in the district for which they
461 are certified.

462
463
464 If the position is reinstated the following school year, the teacher may elect to
465 return to his/her former position.

466

467 E. The annual internal process for filling specialty areas of art, physical education and
468 music shall be on a district-wide basis and filled as follows:
469

470 Within each area, when course openings occur (retirement, etc.) the EEA
471 members currently teaching in that area, under the direction of a senior teacher
472 and a district-appointed administrator will reassign those courses based on
473 district seniority and certification.
474

475 F. All teachers shall be notified in writing, not later than June 1, prior to the opening day of
476 school, of specific teaching assignments. No changes shall be made after that date
477 during the duration of the school year unless by written agreement of the teacher or
478 teachers concerned. Teachers who will be affected by a change in grade assignments
479 in the elementary school grades and by changes in subject assignment in these
480 secondary school grades will be notified (in writing and a copy of such notice sent to the
481 Association) and consulted by their principals as soon as practicable, and prior to June
482 1. Such changes will be voluntary to the extent possible.
483

484 G. No teacher shall be permitted to teach in any grade or department of the school without
485 a valid Michigan Teaching Certificate, and the Board agrees to hire new employees for
486 teaching positions in accordance with the rules and regulations of the Michigan State
487 Department of Education.
488

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

495 **ARTICLE VI - TEACHING CONDITIONS**

496

497 The parties recognize that the availability of optimum school facilities for both student
498 and teacher is desirable to ensure the high quality of education that is the goal of both
499 teacher and the Board. It is also acknowledged that the primary duty and responsibility
500 of the teacher is to teach and that the organization of the school and the school day
501 should be directed at insuring that the energy of the teacher is primarily utilized to this
502 end.
503

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

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

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

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

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

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

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

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

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

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

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

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

- 562 E. The Board shall attempt to make available during the school day in each school
563 adequate lunch room, restrooms and lounge facilities exclusively for teacher use and at
564 least one room appropriately furnished.
565
- 566 F. In schools where continuous cafeteria service for teachers is not available, vending
567 machines for beverages, candy, gum, etc. will be installed at the request of the
568 Association building representative, the location to be determined by the building
569 principal.
570
- 571 G. Telephone facilities shall be made available to teachers for reasonable use, subject to
572 control by the building principal. All long distance calls shall be properly logged and
573 arrangements made for compensation of any phone calls which shall be chargeable to
574 the number involved.
575
- 576 H. Adequate parking facilities shall be made available for teachers and shall be reserved
577 for their exclusive use and to the extent it is practicable.
578
- 579 I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship,
580 and no religious or political activities of any teacher, or the lack thereof, shall be grounds
581 for any discipline or discrimination with respect to the professional employment of such
582 teacher. The private and personal life of any teacher is not within the appropriate
583 concern or attention of the Board, provided, however, that any private or personal
584 conduct which becomes public, or a matter of reputation, and adversely affects either
585 the teacher, the schools or the children, shall be an appropriate concern for the attention
586 of the Board and Association.
587
- 588 J. The provisions of this Agreement, and the wages, hours, and conditions of employment
589 shall be applied without regard to race, creed, religion, color, national origin, age, sex,
590 marital status or membership in, or association with, the activities of an employee
591 organization.
592

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

594

- 595 A. Transfers of employees and the filling of vacancies in professional positions shall be the
596 prerogative of the Board. Transfers and filling of vacancies shall be made in the best
597 interest of education.
598
- 599 B. A request by a teacher for transfer to a different class, building, or position shall be
600 made in writing, on forms furnished by the Board, one copy of which shall be filed with
601 the Board and one with the Association. The request shall set forth reasons for the
602 transfer, the school, grade, or position sought, and the applicant's academic
603 qualifications. Such request shall be reviewed annually by the Superintendent and the
604 Professional Negotiations Committee of the Association at the third quarterly conference
605 each school year.
606

607 An involuntary transfer will be made in the best interest of education. The affected
608 teacher shall be notified promptly and in writing of the reasons for the transfer and a
609 copy sent to the Association. If the teacher objects, he shall respond promptly and in

610 writing, stating his reasons for objecting, and may request a conference to discuss the
611 transfer. If a conference is requested, the transfer shall not take place until the
612 conference is held.

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

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

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

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

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

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

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

657

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

661
662 F. Any special federal, state, or local aid program being considered for adoption by the
663 District shall be brought to the attention of the Association. The parties shall negotiate
664 wages, hours, and working conditions of any federal, state, or local aid program adopted
665 by the Board if within this bargaining unit.

666
667 G. A teacher whose elementary grade assignment is eliminated is considered displaced
668 and may exercise bumping rights to bump the least senior teacher within the same
669 building or bump the least senior teacher in another elementary building in the same
670 grade level.

671
672 The teacher must exercise the bumping rights within two (2) days of notice of
673 elimination of position. If the position is reinstated the following school year, the teacher
674 may elect to return to his/her former position. The teacher bumped shall be considered
675 displaced.

676
677 H. Itinerants, including grant teachers, that are full-time and are assigned to a single
678 building shall have the same rights contained in Paragraph G above.

679
680 **ARTICLE VIII - SABBATICAL LEAVE**

681
682 A. Teachers who have been employed for seven (7) years consecutively by the Board may
683 be granted a sabbatical leave for professional improvement for up to one (1) year. It is
684 agreed that professional improvement includes full time attendance at a college,
685 university, or other educational institution at the graduate or undergraduate level in a
686 course of study related to his or her assignment in this school district, and travel which
687 will improve the teacher's ability to teach.

688
689 B. In order to qualify for such sabbatical leave a teacher must hold a permanent,
690 continuing, professional, or life teaching certificate.

691
692 C. During said sabbatical leave, the teacher shall be considered to be in the employ of said
693 Board, shall have a contract and will be paid 50% of his full salary plus fringe benefits,
694 provided, however, the Board shall not be held liable for death or injuries sustained by
695 any teacher while on sabbatical leave. The teacher guarantees to the Board that he will
696 return for at least two (2) full years of service following the sabbatical leave. Failing to
697 return for the specified time of service, he shall reimburse the Board his salary and the
698 cost of fringe benefits incurred during his leave.

699
700 D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on
701 such leave in accordance with the rules and regulations established by the Michigan
702 Public School Employees Retirement Board.

703
704 E. A teacher returned from sabbatical leave shall be restored at least to his teaching
705 position or to a position of like nature, seniority, status, and pay.

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

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

720 **ARTICLE IX - LEAVE PAY**

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

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

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

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

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

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

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

755
756 If a person has applied for and been approved the use of personal business day(s) but
757 is forced by extenuating circumstances to use the same day(s) instead of sick leave
758 according to Article IX (A), the employee will be allowed to do so after the fact but only
759 if verification of sick leave is provided (to the Superintendent and EEA President).
760 Verification shall be the responsibility of the employee. In addition, if a person has
761 applied for and been approved the use of a personal business day(s) and in the event
762 school is canceled for any reason, the person shall not have that day(s) charged to
763 his/her personal business day account.

764
765 F. Upon suspected abuse of sick leave, the employee may be subject to progressive
766 discipline by the Superintendent, which may include proof of illness by a physician after
767 one warning.

768
769 G. When sudden illness or emergency occurs which will prevent any teacher from reporting
770 to school, a phone call indicating the reason* for the absence, in accordance with
771 practice, is all that is needed to arrange for a substitute teacher. The earliest notification
772 possible will be appreciated. All teachers are to notify the central office.

773
774 The absent teacher should contact the principal before the end of each school day for
775 the duration of the absence to keep the substitute informed. (*The term "reason" shall
776 be defined as a statement of illness, personal leave, or emergency).

777 **ARTICLE X - LEAVE OF ABSENCE**

778
779
780 A. Any teacher whose personal illness or period of maternity extends beyond the period
781 compensated under Article IX may be granted a leave of absence, without pay, not to
782 exceed one year with the option for annual renewal up to three years with the annual
783 approval of the Board. If said teachers plans to return to the classroom the following
784 year, the office of the Superintendent of Schools must be so informed in writing by June
785 1 unless the teacher provides written notice by June 1 that teacher's position will be
786 considered vacant and a replacement hired.

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

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

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

- 803
804 C. A military leave of absence shall be granted to any teacher who shall be inducted for
805 military duty in any branch of the armed forces of the United States. Upon return from
806 such leave, a teacher shall be placed at the same position on the salary schedule as he
807 would have been had he taught in the district during such period, and shall receive all
808 rights and benefits accorded by State and Federal law. No such leave shall
809 accumulate.

810
811 In the event that a teacher is called to active duty as a member of the Michigan National
812 Guard, the district shall pay the teacher the difference between the Guard pay and the
813 teacher's regular classroom salary. Such payment shall be for a period not to exceed
814 five days annually.

- 815
816 D. A leave of absence without pay and without seniority accrual may be granted, not to
817 exceed one year, with options for annual renewal of up to three (3) years for any
818 reason, including securing or engaging in other employment with the annual approval of
819 the Board.

- 820
821 E. Leaves of absence without pay shall be granted at the discretion of the Board of
822 Education, upon application, for the following purposes:

- 823
824 1. Study related to the teacher's license field.
825
826 2. Study to meet eligibility requirements for a teaching license other than that held
827 by the teacher.
828
829 3. Study, and research, or special teaching assignments involving probable
830 advantage to the school system.

831
832 Seniority on the salary schedule will continue during the period of absence.

- 833
834 F. The Board may not discriminate against any teacher for campaigning for, or serving in,
835 a public office. The Board shall grant a leave of absence without pay or increment to
836 any teacher to campaign for, or serve in, in a public office.

837
838 Leave of absence in public office is limited to one term or two years, whichever is less.

- 839
840 G. The Board agrees to grant the Association a maximum of twenty-five (25) days leave
841 per year for officers of the Association to attend conferences, provided forty-eight (48)
842 hours' notice is supplied to the Board or its designee, and provided the Board or its
843 designee approves the attendance.

844
845 The Board shall not be liable for any travel or incidental expenses incurred in such
846 attendance.

847

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

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

865
866 **ARTICLE XI - TERMINAL LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

957 **ARTICLE XII - INSURANCE PROTECTION**

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

- 991 F. Each bargaining unit member shall have the right to freeze their sick leave benefits after
 992 the designated waiting period for both short-term disability and long term disability.
 993
- 994 G. The Board agrees to make available to members and their families long-term health
 995 care insurance offered by the Verity Insurance Company. The full cost of this insurance
 996 will be paid by the employee. In no case will the Board be liable for payment or other
 997 responsibilities that might be incurred other than payroll deduction.
 998
- 999 H. Any claim by an employee as to insurance benefits shall not be the basis of a grievance
 1000 or subject to arbitration. The Board, by payment of any premium payments required to
 1001 provide coverage as agreed upon, shall be relieved from all liability with respect to any
 1002 insurance benefits provided in this Agreement. The failure of an insurance company to
 1003 provide any of the benefits which it has contracted for, for any reason, shall not result in
 1004 any liability to the Board, nor shall such failure to be considered a breach by the Board
 1005 of any obligations or duties under this Agreement.
 1006
- 1007 I. Annuity. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit
 1008 member for whom such contributions are made shall retain all nonforfeitable rights and
 1009 control over the tax-deferred annuity plan.
 1010

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

1014 The annuity amounts for 06-07 are:

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

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

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

1024 Hold Harmless Clause With Respect to Annuity Options:
 1025

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

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

1041
1042 **ARTICLE XIII - TEACHER EVALUATION**

1043
1044 A. All monitoring or observation of the work performance of a teacher shall be conducted
1045 openly and with full knowledge of the teacher. Monitoring of observation of work does
1046 not preclude use of substantiated events not personally observed by the administrator.

1047
1048 B. Each teacher shall have the right upon request to the proper administrative authority to
1049 review the contents of his own personnel file pertaining to his work while employed in
1050 this school system. Said teacher may also request a representative of the Association
1051 to accompany the teacher in such review.

1052
1053 C. A teacher shall at all times be entitled to have present a representative of the
1054 Association when he is being reprimanded, warned, or disciplined for any infraction of
1055 discipline or delinquency in professional performance. When a request for such
1056 representation is made, no action shall be taken with respect to the teacher until such
1057 representative of the Association is present.

1058
1059 1. It is the responsibility of the Administrator involved to inform said teacher of his
1060 rights pursuant to this paragraph before a witness and said teacher's response
1061 verified.

1062
1063 2. No special limitations shall be placed upon investigating, presenting, and
1064 interpreting facts and ideas relative to the specific charge.

1065
1066 D. No teacher shall be disciplined, reprimanded, or reduced in compensation without just
1067 cause and be provided with an opportunity for a hearing before the Board. Any such
1068 discipline, reprimand or reduction in rank or compensation shall be subject to the
1069 professional grievance procedure hereinafter set forth. This section shall not apply to
1070 non renewal of probationary teachers.

1071
1072 E. In the case of the necessity to reprimand, warn or discipline any teacher, such
1073 reprimand, warning, or disciplining shall be reduced to written form, the original to go to
1074 the teacher, and a copy to the personnel file in the superintendent's office. Teachers
1075 will be requested to sign said document to indicate their receipt. No interpretation of
1076 agreement or non-agreement is intended. Teachers will be granted an opportunity to
1077 comment on the form and have the administrator sign the document with a notation of a
1078 copy to the personnel file.

1079
1080 F. A teacher on a probationary status shall have an evaluation interview with his principal
1081 and/or superintendent by March 1 of each year, a copy of the evaluation form used for
1082 this interview to be given to the teacher.

1083
1084

ARTICLE XIV - PROTECTION OF TEACHERS

1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131

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

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

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

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

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

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

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

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

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

1154
1155 G. The Board and the teachers agree to comply with state law and Board policy as it
1156 relates to corporal punishment of students. Teachers will be provided copies of the
1157 corporal punishment policy during the first week of school. All teachers will be allowed
1158 input with regards to alternatives to corporal punishment. A teacher may use
1159 reasonable force, as allowed by law, he deems necessary to protect himself and others
1160 from harm; to remove or restrain a student to maintain a safe environment if the student
1161 refuses to discontinue his/her behavior after being asked; prevent the student from harm
1162 or from harming others; quell a disturbance that threatens injury to any person or; obtain
1163 possession of a weapon; or, protect property [MCL 380.1312].

1164

1165 **ARTICLE XV - NEGOTIATION PROCEDURES**

1166
1167 A. It is agreed that matters not specifically covered by this Agreement, but of common
1168 concern to the parties, shall be subject to professional negotiations between them from
1169 time to time during the period of this agreement. The parties undertake to cooperate in
1170 arranging meetings, selecting representatives for such discussions, furnishing
1171 necessary information and otherwise constructively considering and resolving any such
1172 matters.

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

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

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

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

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

1203 **ARTICLE XVI - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323

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

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

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association, except as expressly modified by rule of the arbitrator. The arbitrator's decision shall be submitted in writing, and shall set forth his finding and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Escanaba Area Public Schools, the Upper Peninsula Education Association, and the employees involved.

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

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

1324 E. Subjects Excluded From Grievance Procedure:
1325

1326 The following subjects covered and governed by the terms and provisions of this
1327 Agreement shall not be subject to the grievance procedure as herein set forth:
1328

- 1329 1. Any complaint or dispute involving the discharge, termination, demotion of a
1330 teacher shall not be subject to the grievance and arbitration provisions if that
1331 teacher's case qualifies for jurisdiction and could be heard pursuant to the
1332 Teachers Tenure Act.
1333
- 1334 2. Any non-renewal of a probationary teacher's employment, or termination of a
1335 probationary teacher. If a probationary teacher is discharged during the school
1336 year for "just cause" (as distinguished from a non-renewal of employment), then,
1337 only in such event, such discharge shall be subject to the grievance procedure,
1338 and the exclusions herein stated shall not apply.
1339
- 1340 3. Any claim or complaint for which there is established another remedial
1341 procedure or forum established by law, including alleged disputes within the
1342 jurisdiction of the Equal Employment Commission; Civil Rights Commission;
1343 Michigan Employment Relations Commission or Michigan Tenure Commission.
1344
- 1345 4. Any action, order or regulation of the Board governed by Article I, paragraph D of
1346 this Agreement, or governed by Article IIB of this Agreement.
1347
- 1348 5. Any policies, rules or regulations of the Board, except if the same shall directly
1349 relate to wages, hours, and conditions of employment.
1350

1351 F. Class Grievance:
1352

1353 If, in the judgment of the Association Grievance Committee, grievance affects a group or
1354 class of teachers, the Association Grievance Committee may submit such grievance in
1355 writing, to the Superintendent of Schools directly, indicating the same to constitute a
1356 class grievance, and the processing of such grievance shall be commenced at Step
1357 Two of the grievance procedure. Such grievance shall be designated as a "class
1358 grievance" and the class affected shall be designated.
1359

1360 G. Documentation:
1361

1362 Copies of all written decisions of grievance shall be sent to all parties involved and the
1363 Association president. Forms for filing grievances, serving notices, taking appeals,
1364 making reports and recommendations and other necessary documents shall be jointly
1365 prepared and given appropriate distribution by the Superintendent to facilitate operation
1366 of the grievance procedure.
1367

1368 H. General Provisions:
1369

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

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

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

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

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

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

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

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

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

1417
1418
1419

- 1420 I. Rights of Teachers to Representation:
1421
1422 1. No reprisals of any kind shall be taken by the Board or by any member of the
1423 administration against any party in interest, any School Representative, any
1424 member of the Association Grievance Committee, or any other participant in the
1425 grievance procedure by reason of such participation.
1426
1427 2. Any party in interest may be represented at all stages of the grievance
1428 procedure by a person of his own choosing, except that he may not be
1429 represented by a representative or by an officer of any teacher organization
1430 other than the Association. When a teacher is not represented by the
1431 Association, the Association shall have the right to be present and to state its
1432 views at all stages of the grievance procedure. Individuals may not arbitrate
1433 grievances.
1434
1435 3. Nothing contained herein shall be construed to prevent any individual teacher
1436 from presenting a grievance and having the grievance adjusted without
1437 intervention of the Association, if the adjustment is not inconsistent with the
1438 terms of this Agreement, provided that the Association has been given
1439 opportunity to be present at such adjustment.
1440

1441 J. Miscellaneous:
1442

- 1443 1. Decisions rendered at Levels One, Two or Three of the grievance procedure
1444 shall be in writing setting forth the decision and the reasons therefore and shall
1445 be transmitted promptly to all parties in interest and to the Chairman of the
1446 Association Grievance Committee.
1447
1448 2. All documents, communications and records dealing with the processing of a
1449 grievance shall be filed separately from the personnel files of the participants.
1450
1451 3. Forms for filing grievances, serving notices, taking appeals, making reports and
1452 recommendations, and other necessary documents shall be jointly prepared and
1453 given appropriate distribution by the Superintendent so as to facilitate operation
1454 of the grievance procedure.
1455

1456 **ARTICLE XVII - MISCELLANEOUS**
1457

- 1458 A. No polygraph or lie detector device shall be used in any investigation of any teacher
1459 without his consent.
1460
1461 B. To fulfill state requirements, professional development days for teachers may be held on
1462 scheduled instruction days, non-session days, or Saturdays which are not part of
1463 holiday weekends.
1464

1465 Each teacher who attends a District sponsored professional development day on non-
1466 session days or a Saturday will receive a stipend equal to one day of substitute pay per
1467 session/day.

1468
1469 Payment to each teacher will be made by separate check at the end of the school year.

1470
1471 The District will seek approval for CEUs for district sponsored professional development
1472 days.

1473
1474 C. This Agreement shall supersede any rules, regulations or practices of the Board which
1475 shall be contrary to or inconsistent with its terms. It shall, likewise, supersede any
1476 contrary or inconsistent terms contained in any individual teacher contracts then in
1477 effect. All future individual teacher contracts shall be made expressly subject to the
1478 terms of this Agreement. The provisions of this Agreement shall be incorporated into
1479 and be considered part of the established policies of the Board.

1480
1481 D. Copies of this Agreement shall be printed at the expense of the Board and presented to
1482 all teachers now employed or hereafter employed by the Board.

1483
1484 E. If any provision of this Agreement or any application of the Agreement to any employee
1485 or group of employees shall be found contrary to the law, then such provision or
1486 application shall not be deemed valid and subsisting except to the extent permitted by
1487 law, but all other provisions or application shall continue in full force and effect.

1488
1489 F. Teachers of the school district may accept work outside the school system but not
1490 during school hours, provided such work does not in any way interfere with the
1491 performance of the teacher's school duties; provided such work does not conflict with
1492 school activities; in accordance with existing policies and practices.

1493
1494 G. Payroll deductions are available upon request for any of the following reasons:
1495
1496 1. For savings or payment of loans to the Delta County Teachers' Credit Union.
1497 2. For a tax sheltered annuity program as agreed upon by the Association.

1498
1499 H. School will be closed November 15.

1500
1501 I. Teachers may designate their bi-weekly pay checks be issued in 20 payments, 26
1502 payments throughout the calendar year, or 20 payments with a lump sum on the last
1503 working day.

1504
1505 J. Hepatitis B vaccinations, if required, shall be paid for by the Board.

1506
1507 **ARTICLE XVIII - AGENCY SHOP**

1508
1509 A. Teachers may at any time sign and deliver to the Board an assignment authorizing
1510 deduction of membership dues and assessments to the Association (including the
1511 National Education Association and the Michigan Education Association). Such
1512 authorization shall continue in effect unless subsequent to June 1st and prior to
1513 September 15th of any year, such authorization is formally revoked by the teacher in
1514 writing and copies thereof are delivered to the Association and the Board. Annual
1515 authorizations are required for political contributions.

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

1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611

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

1612 the amount of service fee to be deducted by the District, and that said service
1613 fee includes only those amounts permitted by the Agreement and by law.
1614 Further, the Association agrees to timely notify the District in the event a court
1615 order is entered restraining the Association from implementing its policy
1616 regarding objections to political-ideological expenditures. If as a result of notice
1617 that such an order has been entered, the District intends to suspend involuntary
1618 wage deductions under this Article, it shall give timely notice to the Association.
1619
1620

1621 **ARTICLE XIX - STUDENT TEACHERS**

- 1622
- 1623 A. The acceptance of any student teacher by a teacher shall be voluntary.
 - 1624
 - 1625 B. The supervising teacher shall be paid, in addition to his or her contractual salary, that
1626 sum in total as provided by the participating University or College for each eight week
1627 period.
 - 1628
 - 1629 C. The student teacher may not be used as a substitute teacher.
 - 1630

1631 **ARTICLE XX - REDUCTION IN PERSONNEL AND RECALL**

- 1632
- 1633
 - 1634 A. When, in the judgment of the Board, reductions in personnel are necessary, the Board
1635 will meet and jointly plan such reductions (lay-offs) with the P.N. Committee, and the
1636 final decision will be made by the Board.
 - 1637

1638 The parties understand that the District receives grant money from various sources for
1639 the purpose of funding student programs. Grant money from state or federal sources is
1640 that which is not contained in the foundation grant.

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

- 1643
- 1644
- 1645 B. The Board and the Professional Negotiations Committee agree that lay-offs will occur in
1646 the inverse order of seniority as defined in C. below, always provided that the remaining
1647 teachers are certified to teach in the remaining positions. All positions held by a pink-
1648 slipped people shall be posted provided that they are still available as of June 1st.
- 1649

- 1650 C. Seniority shall be determined by using the following criteria as listed in order of priority.
- 1651

- 1652 1. Length of service in Escanaba Area Public Schools;
- 1653 2. Length of service in department or grade level;
- 1654 3. Professional qualifications and certifications;
- 1655 4. Experience in subject or grade level in the last ten (10) years.
- 1656

- 1657 D. The Board shall prepare a seniority list by grade and subject area and transmit same to
1658 the Association on or before October 1 of each contract year. A lottery (drawing of
1659 names) shall be instituted for those bargaining unit members hired with the same first

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

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

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

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

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

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

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

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

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

1696
1697
1698 **ARTICLE XXI - EXPERIMENTAL AND INNOVATIVE PROGRAMS**
1699

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

1703
1704 B. School Crisis Response Team.

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

1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754

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

ARTICLE XXII - SCHOOL IMPROVEMENT PROGRAM

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

ARTICLE XXIII – LEAST RESTRICTIVE ENVIRONMENT

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

ARTICLE XXIV - ADULT EDUCATION

1755
1756
1757
1758

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

ARTICLE XXV - MENTOR TEACHERS

1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806

- 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.
 - 6. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee at the end of each semester. The appointment may be renewed in succeeding years.

- 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.

1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854

ARTICLE XXVI - DURATION OF AGREEMENT

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

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

**MICHIGAN EDUCATION ASSOCIATION -
ESCANABA DISTRICT**

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

1855
1856
1857
1858
1859
1860
1861
1862
1863

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 Schedules:

2008/2009

Yrs.

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

1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878

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

1879 The 2009-2010 Salary Schedule is subject to change, based on the following formula:
1880

1881 The base will be increased by 2% subject to the following:
1882

1883 **Insurance:** If the 2009-10 premium increases (Choices II with a \$10/\$20 drug card):

1884 0% -7% - no change in base wage rate

1885 more than 7%, to 11% - decrease wage rate by .25%

1886 more than 11% - decrease wage rate by .5%

1887

1888 **Foundation Grant** If the state Foundation Grant funding allowances increase: (note
1889 clarification)

1890 \$0 - \$70 - schedule is decreased by .25%

1891 more than \$70, to \$140 - no change in base wage rate

1892 more than \$140 - schedule will increase by .25%

1893

1894 **Enrollment** If the blended count:

1895 Declines by more than 50 students – the schedule is decreased by .25%

1896 Declines 0 to 50 students - the schedule is not changed

1897 Increases up to 25 students - the schedule will increase by .25%

1898 Increases over 25 students - the schedule will increase by .5%

1899

1900 **Exec. Order**

1901 If there is an Executive Order or state funding cut during the 2008-09 school year, then
1902 the wage increase will be reduced by .25% the following year. (Note clarification)
1903

1904

1905 The 2010-2011 Salary Schedule is subject to change, based on the following formula:
1906

1907 The base will be increased by 2% subject to the following:
1908

1909 **Insurance:** If the 2010-11 premium increases (Choices II with a \$10/\$20 drug card):

1910 0% -7% - no change in base wage rate

1911 more than 7%, to 11% - decrease wage rate by .25%

1912 more than 11% - decrease wage rate by .5%

1913

1914 **Foundation Grant** If the state Foundation Grant allowances increase:

1915 (Note clarification)

1916 \$0 - \$70 - schedule is decreased by .25%

1917 more than \$70, to \$140 - no change in base wage rate

1918 more than \$140 - schedule will increase by .25%

1919

1920 **Enrollment** If the blended count:

1921 Declines by more than 50 students – the schedule is decreased by .25%

1922 Declines 0 to 50 students - the schedule is not changed

1923 Increases up to 25 students - the schedule will increase by .25%

1924 Increases over 25 students - the schedule will increase by .5%

1925

1926

1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974

Exec. Order

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

Ins. Bidding

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

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

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

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

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

1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021

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
 - 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.

2022 I. Mileage paid to itinerant teachers and bargaining unit members for approved travel shall
2023 be at the current Federal Rate.
2024

2025 **APPENDIX B - SUMMER SCHOOL ATTENDANCE, FOREIGN TRAVEL, AND**
2026 **EXTENSION COURSES**
2027

2028 A. Upon receipt of a statement of credit earned in an extension course offered by an
2029 accredited college or university in Escanaba, Marquette, or any other public institution in
2030 Michigan, the Board will pay 75% of the tuition cost for any such credits. For any other
2031 institution the Board will pay 75% of the average between the highest cost and the
2032 lowest cost for graduate level courses of the same nature of the two relevant Michigan
2033 public universities or colleges. This includes any credits earned for job-related
2034 educational expenses.

2035
2036 The board will file a 1099 Form for such educational expenses upon request of the
2037 employee. The Board shall reimburse the employee by separate check. Any
2038 subsequent tax obligation will be the responsibility of the employee.
2039

2040 B. Teachers who receive an increase in salary by reaching a higher training level after
2041 summer school attendance shall receive both the increase as provided for in the salary
2042 schedule and the allowance for summer school attendance.
2043

2044 C. Reimbursement of tuition will be made twice each year-at the first payday in March for
2045 courses taken during the first semester, and at the first payday in October for courses
2046 taken during the second semester or in summer session. The teacher must be in the
2047 employ of the Escanaba Area Public Schools at the time of reimbursement in order to
2048 receive it.
2049

2050 D. For reimbursement the course work must be directly related to the teaching assignment
2051 or pre-approved by the Superintendent

APPENDIX C - EXTRA DUTY PAY SCHEDULE

2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099

1. The District shall have the right to determine qualifications and hire individuals for all Appendix C positions. Seniority shall not be a factor for hiring.
2. Written evaluations by the appropriate administrator(s) of individuals in all Appendix C positions shall be done periodically, not less than every two years. Copies shall be given to the individuals evaluated. Athletic Director/Activities Director, the appropriate principal, and other appropriate individuals may be involved in such evaluations.
3. The District shall have the conclusive authority to reassign individuals to different Appendix C positions within a given sport, grades 9-12. Reasons for such reassignments shall be put in writing and shall be given to the individual(s) involved at least 90 days before the first event of a given season, except under unusual circumstances.
4. No individual in an Appendix C position shall be terminated or reassigned except under unusual circumstances without a reasonable time to correct matters set forth in an evaluation. (Such provisions shall not preclude immediate termination for just cause.)
5. Contracts for all Appendix C positions shall be signed annually for such positions.
6. Appendix C positions shall be posted as other teaching vacancies are in Article VII.

Remuneration (annual) for a given assignment bears a percentage relationship to the appropriate level of the bachelor schedule for the teacher involved. The schedule is based on the adopted B.S. plus permanent certification schedule and percentage as shown in Appendix C. In the event a teacher does not have permanent certification, the schedule is based on the adopted B.S. schedule and percentage as shown in Appendix C. In the event a teacher does not have permanent certification, the schedule is based on the adopted B.S. schedule and percentage as shown in Appendix C.

Copies of signed contracts of all non-professional staff employed under Appendix C shall be given to such staff and the EEA salary chairperson within seven (7) days of the commencement of the involved extra duty assignment with prior written permission of employee.

Extra-duty pay scale as applicable to Appendix C will be based on the B.S. plus permanent certification and years of service will be based on experience in the extra-duty position. Newly hired personnel shall be given credit for experience in the specific or related position outside the EAPS not to exceed 5 years. Teachers currently employed (1975-76) will not be affected, and will be paid at the rate established in earlier negotiations as follows:

	<u>Extra Duty</u>	<u>Percentage</u>
2100		
2101	Football: Jr. High Head Coach	4
2102	Jr. High Asst. Coach	3
2103	*9th Gr. Head Coach	6
2104	*9th Gr. Asst. Coach	5
2105	*J.V. Head Coach	7
2106	*J.V. Asst. Coach	6
2107	*Varsity Head Coach	10
2108	*Varsity Asst. Coach	7
2109		
2110	Cheerleading: Varsity Head Coach	5
2111	(sideline) J.V.Asst. Coach	3
2112	9 th Gr. Asst. Coach	3
2113		
2114	Cheerleading: Varsity Head Coach	5
2115	(Competitive) Asst. Coach	3
2116		
2117	Wrestling: Head Coach	10
2118	Asst. Coach	7
2119		
2120	Gymnastics: Head Coach	10
2121	Asst. Coach	7
2122		
2123	Basketball-Boys: 7 th Grade	4
2124	8 th Grade	4
2125	9 th Grade	6
2126	J.V. Coach	7
2127	Varsity Head Coach	10
2128		
2129	Basketball-Girls: 7 th Grade	4
2130	8 th Grade	4
2131	*Freshman	6
2132	*J.V. Coach	7
2133	*Varsity Head Coach	10
2134		
2135	Tennis: Head Coach-Boys	6
2136	*Head Coach-Girls	6
2137	Asst. Girls Coach	5
2138		
2139	Golf-Boys/Girls: Head Coach	6
2140		
2141	Track: Jr. High Head Coach	3
2142	Jr. High Asst. Coach	2.5
2143	Sr. High Head Coach	6
2144	Sr. High Asst. Coach	5
2145	*Sr. High Cross Country	6
2146	*Sr. High Asst. Cross Country	4.5
2147		

2148	Hockey:	Varsity Head Coach	10
2149		Varsity Asst. Coach	7
2150			
2151	Volleyball-Girls:	Varsity Head Coach	10
2152		J.V. Coach	7
2153		Freshman Coach	6
2154			
2155	Girls Softball:	Varsity Head Coach	6
2156		Asst. Varsity Coach	5
2157			
2158	Baseball	Varsity Head Coach	6
2159		Asst. Varsity Coach	5
2160			
2161	* \$150 for 2 per day practices each week and \$75 for 1 day practices for each week in the		
2162	summer for a maximum of three weeks.		
2163			
2164	Music:	Jr. High Band	5.5
2165		Elementary Honor Band	1.5
2166		Sr. High Band	7.5
2167		Jr. High Orchestra	2
2168		Sr. High Orchestra	3
2169		Elementary Orchestra	1.5
2170		Marching Band	4
2171		Flag Corp	2
2172		Sr. High Vocal Music	5
2173		Musical-Director of Music	4
2174		Musical-Director of Drama	4
2175		Secondary Jazz Band	2.5
2176			
2177	Class Advisors:	9 th Grade	2
2178		10 th Grade	2
2179		11 th Grade	3
2180		12 th Grade	3
2181			
2182	Clubs:	Chess Club	3.5
2183		National Honor	
2184		Society Chairperson	1.5
2185		"E" Club	2.5
2186		Key Club	4
2187		Ski Club	4
2188			
2189	All Other Jr. High:	Drama	2
2190		Student Council	2.5
2191		Cheerleaders	2
2192		Yearbook	2
2193		Girls Intramural Volleyball	1
2194		Intramural Basketball	1
2195		Intramural Wrestling	1

2196	All Other Sr. High:	Ticket Manager	6
2197		Escanaban	4.5
2198		Yearbook Advisor	5.5
2199		Bookstore	3.5
2200		H.S. Quiz Bowl	2
2201		Dramatics	4
2202		Forensics	2.5
2203		Youth in Government	3.5

2205 7. 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.

2208 8. Pay for employees working at athletic events:

	<u>Varsity</u>	<u>Junior Varsity</u>	<u>Freshmen</u>
2210 <u>Football Games</u>			
2211 Ticket Sellers & Takers,	\$11.00	\$8.00	\$8.00
2212			
2213 Official for "down			
2214 box" and the "chain			
2215 gang"	\$15.00	\$9.00	\$9.00
2216			
2217 Scorekeepers	\$11.00	\$7.00	\$7.00
2218			
2219 <u>Basketball Games-Boys& Girls</u>			
2220 Ticket Sellers & Takers	\$15.00(west-Vars.-J.V.)		\$8.00
2221	\$13.00(east-Vars.-J.V.)		
2222			
2223 Scorers/Timekeepers	\$15.00	\$9.00	\$9.00
2224			
2225 <u>Gymnastics & Wrestling</u>			
2226 Ticket Sellers/Takers	\$10.50(Vars.-J.V.)		
2227			
2228 Scorers/Timekeepers	\$8.00	\$8.00	\$8.00
2229			
2230 <u>Hockey</u>			
2231 Ticket Sellers/Takers	\$11.00		
2232 Scorers/Timekeepers	\$11.00		
2233 Goal Judges	\$6.00		
2234			
2235 <u>Volleyball-Girls</u>			
2236 Ticket Sellers/Takers	\$10.50 / night (Var/JV/Frosh)		
2237 Single match only			\$8.00
2238 Scorers, Varsity	\$11.00		
2239 Scorers, J.V.		\$8.00	
2240 Scorers, Fr.			\$8.00

2241
2242
2243

2244
2245
2246
2247
2248
2249
2250
2251
2252
2253
2254
2255
2256
2257
2258
2259
2260
2261
2262
2263
2264
2265
2266
2267
2268
2269
2270
2271
2272
2273
2274
2275
2276
2277
2278
2279
2280
2281
2282
2283
2284
2285
2286
2287
2288
2289
2290
2291

Department Heads

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

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

The qualifications for department heads shall be as follows:

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

Drivers Education

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

2292
2293
2294
2295
2296
2297
2298
2299
2300
2301
2302
2303
2304
2305
2306
2307
2308
2309
2310
2311
2312
2313
2314
2315
2316
2317
2318
2319
2320
2321
2322
2323
2324
2325
2326
2327
2328
2329
2330
2331
2332
2333
2334
2335
2336
2337
2338
2339

Miscellaneous

- A. Teachers will accept assignments in rotation to chaperone dances without additional compensation. Principals will establish a system whereby teachers may volunteer for the time most convenient for them.
- B. Summer employment of members of extra duty staff shall be remunerated at the rate of \$150.00 per week. Summer employment of teachers in a professional capacity will be remunerated at a pro-rated amount of pay based upon the salary schedule in Appendix A.
- C. No pay shall be received for extra duties for which time from the normal teaching hours or normal teaching load has been made available. Payment, according to Appendix C, shall be made only for those duties performed prior to the regular school opening or after the dismissal time as set forth in Article IV of this Agreement. Duties for which released time is made available shall not receive compensation other than the regular salary.
- D. When plans are being made by the Board to establish or discontinue extra duty programs, the Association shall be notified prior to final action being taken by the Board. In the event of the elimination of an extra-duty position, the individual shall be given at least a 30-day notification. Wages, hours, and working conditions for new extra duty assignments created by the Board shall be subject to negotiations with the Association.

2340 **APPENDIX D**

2341
2342 Calendar for Evaluation of Probationary Teacher. (Assumes probationary teachers
2343 begin work at the start of the school year. For all other probationary teachers, individual
2344 calendars consistent with the above will be developed)

2345
2346 A. September

- 2347
2348 1. Begin new teacher orientation.
- 2349
2350 a. Review the procedure that you expect to follow through the year in
2351 evaluating the performance of each probationary teacher.
2352 b. Review the "Guide to Teacher Evaluation" along with this calendar with
2353 all probationary teachers and provide each one with a copy of both.
2354 c. In cases involving a teacher in the last year of probation, where a written
2355 program of assistance was developed in April and May of the preceding
2356 year, this program should be reviewed with the teacher involved, and
2357 plans completed for implementation of the program.
2358

2359 B. October

- 2360
2361 1. Begin classroom observations of teachers.
2362 2. Begin recording progress of teachers.
- 2363
2364 a. Observation reports.
2365 b. Anecdotal records.
2366

2367 C. November

- 2368
2369 1. Continue classroom observations.
2370 2. Begin written documentation in cases where a probationary teacher's work has
2371 been unsatisfactory.
- 2372
2373 a. Send a memorandum to each probationary teacher whose work has
2374 been unsatisfactory.
2375 b. Include suggestions for improvement.
2376
- 2377 3. Continue progress reports.
- 2378
2379 a. Add reports on such activities as teacher's visitation to other classes,
2380 conference participation, etc.
2381 b. Add anecdotal records on unusual growth or lack of it.
2382 c. Add written reactions of parents, evidence of community participation,
2383 evidence of increasing confidence, skill and management.
2384 d. Confer with others who share responsibility of the teacher's performance.
2385

- 2386 D. December
2387
2388 1. Same as November.
2389 2. Remember to maintain good communication with each probationary teacher
2390 regarding progress.
2391
- 2392 E. January
2393
2394 1. Summarize first-semester progress in writing and add to personnel folder.
2395 2. Make notes where evidence exists that teachers are doing a good job.
2396 3. Where evidence exists that teachers are not measuring up to your expectations.
2397
2398 a. Tell them so, again in writing, but also in a personal conference.
2399 b. Advise the personnel office in writing.
2400
- 2401 F. February
2402
2403 1. Continue program of previous months for most teachers.
2404 2. In late February, review all file materials on each probationary teacher.
2405 3. Schedule "Evaluation Review" conferences with probationary teachers where
2406 necessary.
2407
- 2408 G. March
2409
2410 1. FIRST WEEK OF MARCH: Complete evaluation forms and recommendations
2411 for each probationary teacher. Hold the "Evaluation Review" conferences with
2412 each. Remember: Rate each probationary teacher in comparison to his training
2413 and experience.
2414 2. END OF FIRST WEEK: Send signed teacher evaluation to personnel office.
2415 Retain one copy for each teacher in personnel folder.
2416 3. BEGINNING OF SECOND WEEK: Recommendations for each probationary
2417 teacher are due in the personnel office.
2418 4. MARCH 10TH OR 11TH: Director of Personnel is to hold a conference in each
2419 case where a teacher is not recommended for tenure.
2420 5. ABOUT MARCH 18TH: Recommendations for the Board of Education
2421 consideration are typed and duplicated.
2422 6. ABOUT MARCH 20TH: Recommendations are mailed to the Board of Education.
2423 7. ABOUT MARCH 26TH: Action is taken by Board.
2424
- 2425 H. April
2426
2427 1. April 1st: Probationary teachers are notified in writing regarding their satisfactory
2428 or unsatisfactory service.
2429 2. April 15th to May 15th: For teachers whose work has not been entirely
2430 satisfactory: The appropriate person shall develop an Individual Development
2431 Plan designed to upgrade the performance of each teacher whose work has not
2432 been satisfactory. The plan is to be in writing and is to be reviewed with the
2433 teacher.

2434 **APPENDIX E**
2435 **ADDENDA FOR TWO-WAY INTERACTIVE NETWORK SCHOOL IN THE**
2436 **DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT**
2437

2438 The parties agree that if the Interactive Two-way Network is re-instituted, the language of the
2439 2002-2003 contract shall be applicable.
2440
2441
2442
2443
2444
2445
2446
2447
2448
2449
2450
2451
2452
2453
2454
2455

APPENDIX F
2008-2009 SCHOOL CALENDAR

2456		
2457		
2458		
2459		
2460		
2461	August 27, 2008	Teacher Work Day/1/2 Prof Dev
2462	August 28, 2008	Teacher Prof. Dev.
2463		
2464	September 2, 2008	First Student Day
2465		
2466	November 26-28	No School – Thanksgiving Recess
2467		
2468	December 22 thru January 2, 2009	No School – Christmas Break
2469		
2470	January 23, 2009	No Classes – Teacher Work Day
2471		
2472	February 13, 2009	No School –In-Service
2473	February 16, 2009	No School – Winter Break
2474		
2475	March 30, 2009 thru April 3, 2009	No School – Spring Break
2476		
2477	April 10, 2009	No School – Good Friday
2478		
2479	May 25, 2009	No School – Memorial Day
2480		
2481	June 9, 2009	Last Day for Students
2482	June 10, 2009	Teacher Work Day
2483		
2484		
2485		
2486		
2487		
2488		
2489		
2490		
2491		
2492		
2493		
2494		
2495		
2496		
2497		
2498		
2499		
2500		
2501		
2502		

2503
2504
2505
2506
2507
2508
2509
2510
2511
2512
2513
2514
2515
2516
2517
2518
2519
2520
2521
2522
2523
2524
2525
2526
2527
2528
2529
2530
2531
2532
2533
2534
2535
2536
2537
2538
2539
2540
2541
2542
2543
2544
2545
2546
2547
2548
2549

APPENDIX G
Letter of Understanding
between

ESCANABA AREA PUBLIC SCHOOLS - BOARD OF EDUCATION

-and-

MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT

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

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

1 class period (HS/MS) = Equivalent amount of comp. time.

6 hours of comp. time - One full day

3 hours of comp. time - ½ day

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

Accumulation of Comp. Time

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

Comp time cannot be used in the last 20 days of school calendar. There will be no carryover at the end of the year. Teachers would be paid at a substitute rate (100%) for any unused comp time or fraction of ½ day.

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

BOARD OF EDUCATION:

EDUCATION ASSOCIATION:

By: _____

By: _____

2550 Its: _____

2551
2552
2553
2554
2555
2556
2557
2558
2559
2560
2561
2562
2563
2564
2565
2566
2567
2568
2569
2570
2571
2572
2573
2574
2575
2576
2577
2578
2579
2580
2581
2582
2583
2584
2585
2586
2587
2588
2589
2590
2591
2592
2593
2594
2595
2596
2597
2598
2599
2600
2601

Its: _____

APPENDIX H

Letter of Understanding

Between

Escanaba Education Association

And

Escanaba Area Board of Education

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

This agreement will end June 30, 2004.

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

David Cannon, EEA PN Chairman

Mary Harrington, President
Escanaba Area Schools
Board of Education

Matthew Johnson-Reeves, EEA President

Date

Date