

**AGREEMENT**

**Between**

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

**and**

**MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT**

**2011-12**

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86 **AGREEMENT**

87  
88 This agreement effective as of the 1st day of July, 2011 by and between the Board of  
89 Education of the Escanaba Area Public Schools, hereinafter "Board", and the Upper Peninsula  
90 Education Association - Michigan Education Association, Escanaba District, hereinafter called  
91 the "Association".

92 **WITNESSETH**

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

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

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

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

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

112 **ARTICLE I - RECOGNITION**

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

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

- 133 C. Nothing contained herein shall be construed to deny or restrict to either party hereto  
134 rights he may have under the Michigan General School Laws or applicable civil service  
135 laws and regulations. The rights granted to teachers hereunder shall be deemed to be  
136 in addition to those provided elsewhere. Nothing contained herein shall be construed to  
137 deny to the Board of Education or its designee of the Escanaba Area Public Schools  
138 any rights or duties each may have under the Michigan General School Laws or  
139 applicable civil service laws and regulations.  
140
- 141 D. The Escanaba Area School District does not discriminate on the basis of race, color,  
142 national origin, sex, age or disability or any other category prohibited by law.  
143
- 144 E. Pursuant to P.A. 4 of 2011, the Board and Association shall follow the state guidelines  
145 regarding the appointment of an emergency financial manager.  
146

## 147 **ARTICLE IIA - TEACHER RIGHTS**

- 148
- 149
- 150 A. Pursuant to Act 379 of the Public Acts of 1965, the Board agrees that every employee of  
151 the Board represented by the Association hereunder, shall have the right freely to  
152 organize, join and support the Association and other concerted activities for the purpose  
153 of engaging in collective bargaining or negotiation for mutual aid and protection to the  
154 extent permitted by law. The Board and the Association undertake and agree that each  
155 will comply with all of the laws of the State of Michigan now in force or enacted during  
156 the period of this agreement.  
157
- 158 The Board further agrees that it will not discriminate against any teacher with respect to  
159 hours, wages or any terms or conditions of employment by reason of his membership in  
160 the Association, his participation in any activities of the Association or collective  
161 professional negotiations with the Board, or his institution of any grievance, complaint or  
162 proceeding under this Agreement or otherwise with respect to any terms or conditions of  
163 employment.  
164
- 165 B. The Association and its members shall have the right to use school building facilities at  
166 all reasonable hours for meetings, provided that such meetings do not conflict with  
167 previously scheduled meetings or activities. No teacher shall be prevented from  
168 wearing insignia, pins or other identification of membership in the Association either on  
169 or off school premises. Specific bulletin boards, public address systems, school mail  
170 boxes and telephones within the school system shall be made available to the  
171 Association for Association business.  
172
- 173 C. The Board shall furnish to the Association all records available under the Freedom of  
174 Information Act upon written request.  
175
- 176 D. Copies of the approved minutes, agendas of regular and special Board meetings, and  
177 new or proposed Board Policies after the first reading shall be sent promptly to the  
178 President of the Association.  
179

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

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

195  
196  
197 **ARTICLE IIB - BOARD RIGHTS**  
198

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

203  
204 A. Direct the affairs of the Employer and to manage and control the school's business,  
205 equipment, and operations.

206  
207 B. Determine the services, supplies, and equipment necessary to continue its operations  
208 and to determine the methods and schedules of operation, and the means, methods,  
209 and processes of carrying on the work.

210  
211 C. Direct the working forces, including the right to hire, promote, suspend, and discharge  
212 employees, transfer employees, make teaching assignments to employees, determine  
213 the size of the work force and its organization, responsibilities, and alignments, lay off  
214 employees, and determine hours of work.

215  
216 D. Adopt rules, regulations, and policies.

217  
218 E. Determine the location or relocation of its facilities, including the establishment or  
219 relocations of new schools, buildings, departments, divisions, or subdivisions thereof  
220 and the relocation or closing of offices, departments, divisions or subdivisions, buildings,  
221 or other facilities.

222  
223 F. Determine the financial policies, including all accounting procedures, and all matters  
224 pertaining to Board public relations.

225  
226  
227 **ARTICLE III - PROFESSIONAL COMPENSATION**

- 228  
229 A. The salaries of teachers covered by this Agreement are set forth in Appendix A, which is  
230 attached to and incorporated in this Agreement. Such salary schedules designated  
231 2011-2012, shall remain in effect during the term of this Agreement. Contract  
232 negotiations for the school year 2012-2013 shall begin no later than April 1, 2012.  
233
- 234 B. The salary schedule is based upon a normal teaching load during normal teaching  
235 hours. No additional assignments other than prevailing practices at the time of the  
236 adoption of this contract shall be required of teachers.  
237
- 238 C. Teachers shall work according to the negotiated school calendar.  
239
- 240 D. A teacher engaged during the school day in negotiating on behalf of Association with  
241 any designated representative of the Board or participating in any professional  
242 negotiation, shall be released from regular duties without loss of salary, personal, or sick  
243 leave days.  
244
- 245 E. A teacher shall be released from regular duties without loss of salary (or loss of leave  
246 days) for any county teachers' conferences or local area workshops, or other  
247 conferences as shall be expressly permitted by the Board of Education, or the  
248 Superintendent.  
249
- 250 F. The cost for each routine physical exam required of teachers by the Board or by State  
251 or Federal programs or laws shall be at the Board's expense.  
252  
253

#### 254 **ARTICLE IV - TEACHING HOURS**

255

- 256 A. For the 2008-2009 school year the middle school day shall consist of seven (7) "hours"  
257 total (5 teaching hours and 2 preparation hours, one of which is for personal preparation  
258 and the other for team preparation). Starting with the 2009-2010 school year, the Board  
259 shall have the option to change the middle school day to six (6) periods per day: (5)  
260 teaching, (1) preparation, and a duty-free lunch.  
261

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

- 273
- 274 1. Teachers in the Senior High School shall be assigned six (6) periods per day:  
275 five (5) teaching, one (1) preparation, and a duty-free lunch time. Teachers are

required to report no later than fifteen (15) minutes prior to the first assigned periods and remain fifteen (15) minutes after the last assigned period unless mutually restructured by the parties.

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

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

B. 2004-2005 Elementary Schedules

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

Notes:

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

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



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

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

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

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

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

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

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

363  
364 **ARTICLE V - TEACHING LOADS AND ASSIGNMENTS**

365  
366 A. The standardized workweek in the senior high school will be 25 teaching periods and  
367 five unassigned preparation periods. The standardized workweek in the junior high  
368 school will be 25 teaching periods and five unassigned preparation periods and five  
369 team planning periods. Elementary teachers will have 4 unassigned preparation  
370 periods during their standardized workweek. The parties recognize that kindergarten

371 preparation time will be proportional. No departure from these norms, except in case of  
372 emergency, shall be authorized without prior consultation with the Association.  
373

374  
375 Elementary itinerant schedules shall have a maximum limit of 33 sections per week,  
376 providing the schedule includes at least 6 Kdg. sections. The maximum limit is 32 when  
377 including 5 Kdg. sections, 31 when including 4 Kdg. sections and 30 with 3 or less Kdg.  
378 sections. Itinerants shall also be allotted in their schedule an adequate travel time  
379 allowance when it is necessary to schedule classes at multiple schools on any given  
380 day. This shall not be considered "prep" time and may reduce the total number of  
381 sections scheduled.  
382

383 Elementary itinerant teachers assigned part-time shall have their pay percentages  
384 calculated as follows: Number of sections divided by 33, if the position includes at least  
385 3 Kdg. sections. If less than 3 Kdg. sections are included, then the number of sections  
386 shall be divided by 30. For accounting purposes, calculations shall be rounded up to  
387 the nearest increment of .05.  
388

389 The parties mutually agree and understand that continuing flexibility with respect to  
390 arrangement of teaching periods, preparation periods, and the daily and weekly  
391 schedule is necessary for progress of education. The parties further mutually agree that  
392 the assignment of teaching periods, and time of preparation periods, and the remainder  
393 of the daily and weekly schedule shall be and remain the exclusive prerogative of the  
394 Board of Education.  
395

396 B. It is the agreement of the parties that the assignment of teachers shall continue to be  
397 the exclusive prerogative of the Superintendent of Schools, subject to the approval of  
398 the Board of Education. Insofar as he can do so with the staff available, and in the  
399 exercise of his sole discretion, the Superintendent shall assign teachers according to  
400 their seniority in this district, within the scope of their teaching certificates, and within the  
401 scope of their major or minor fields of study. All teachers shall be highly qualified for  
402 his/her assignment. Once the student demand is known, then the most senioreed people  
403 get the same assignment as they had the previous year, if it still exists.  
404

405 C. Annual internal process for filling high school openings, development of master  
406 schedules, displacement/bumping, shall be as follows:  
407

408 1. Department Level Decisions.  
409

410 Within each department (math, science, etc.) if course openings occur the  
411 members of that department, under the direction of the high school department  
412 head and building principal will reassign those courses to department members  
413 based on district seniority and certification.  
414

415 2. Building Level Decisions.  
416

417 The course openings that remain from the department level decisions will be  
418 utilized to address the staffing needs in those buildings based on district  
419 seniority and certification.

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

430  
431 4. Displacement/Bumping  
432  
433 A teacher whose assignment is eliminated, or reduced, is considered displaced  
434 and may exercise bumping rights to the extent of the reduction, by bumping the  
435 least senior teacher in the building first. If no position is available in that building  
436 the teacher may then bump the least senior teacher in the district for which they  
437 are certified.  
438  
439 If the position is reinstated the following school year, the teacher may elect to  
440 return to his/her former position.

441  
442 D. Annual internal process for filling middle school openings, development of master  
443 schedules, displacement/bumping, shall be as follows:

444  
445 1. Building Level  
446  
447 Within the Middle School Building, the course openings and their respective  
448 assignments will be determined by the team leader or a senior teacher and the  
449 principal. This shall be the process employed to address the staffing needs.  
450 These assignments will be based on the district seniority and certification.

451  
452 2. District Level.  
453  
454 Those courses or combination of courses that remain after the Building Level  
455 Decisions have been made will be posted throughout the district and will be  
456 reassigned based on district seniority and certification. Those courses or  
457 combination of courses that are remaining will be posted as true openings  
458 outside the district.

459  
460 3. Displacement/Bumping  
461  
462 A teacher whose assignment is eliminated, or reduced, is considered displaced  
463 and may exercise bumping rights to the extent of the reduction, by bumping the  
464 least senior teacher in the building first. If no position is available in that building

465 the teacher may then bump the least senior teacher in the district for which they  
466 are certified.

467  
468 If the position is reinstated the following school year, the teacher may elect to  
469 return to his/her former position.

470  
471 E. The annual internal process for filling specialty areas of art, physical education and  
472 music shall be on a district-wide basis and filled as follows:

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

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

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

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

498  
499 **ARTICLE VI - TEACHING CONDITIONS**

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

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

512

513 B. A teacher, who believes that in his professional judgment a teacher overload condition,  
514 as defined herein exists, shall have the right to submit a written request to the building  
515 administrator to remedy the condition. The request shall include the reasons why, in his  
516 professional judgment, a teacher overload condition exists. "Teacher overload" is  
517 defined as the assignment of pupils to any teacher, which in his professional judgment  
518 is in excess of A., above, is excessive and detrimental to his effectiveness as a teacher  
519 and poses danger to the safety and well-being of other students.

520  
521 In the event that the 26<sup>th</sup> student in grades K-3 or the 33<sup>rd</sup> student in grades 4-5 has a  
522 personal aide, this is not considered an overload.

523  
524 In making the determination that a claim of teacher overload exists, the parties agree  
525 that the following factors, among others, shall be taken into consideration:

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

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

542  
543 The panel and building administrator shall consider the following guidelines, among  
544 others, to remedy the situation:

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

551  
552 The Board agrees that the building administrator shall take the necessary steps to  
553 correct the condition according to the Board's decision.

554  
555 In the event the teacher is not satisfied with the disposition, he may lodge a grievance.

556  
557 D. The Board recognizes that appropriate texts, library reference facilities, maps and  
558 globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment,  
559 current periodicals, standard tests and questionnaires, and similar materials are the  
560 tools of the teaching profession. A joint teacher and administrative committee will

561 confer from time to time for the purpose of improving the selection and use of such  
562 educational tools, and will make recommendations for consideration by the Board. The  
563 Board agrees at all times to keep the schools reasonable and properly equipped and  
564 maintained.

565  
566 E. The Board shall attempt to make available during the school day in each school  
567 adequate lunch room, restrooms and lounge facilities exclusively for teacher use and at  
568 least one room appropriately furnished.

569  
570 F. In schools where continuous cafeteria service for teachers is not available, vending  
571 machines for beverages, candy, gum, etc. will be installed at the request of the  
572 Association building representative, the location to be determined by the building  
573 principal.

574  
575 G. Telephone facilities shall be made available to teachers for reasonable use, subject to  
576 control by the building principal. All long distance calls shall be properly logged and  
577 arrangements made for compensation of any phone calls which shall be chargeable to  
578 the number involved.

579  
580 H. Adequate parking facilities shall be made available for teachers and shall be reserved  
581 for their exclusive use and to the extent it is practicable.

582  
583 I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship,  
584 and no religious or political activities of any teacher, or the lack thereof, shall be grounds  
585 for any discipline or discrimination with respect to the professional employment of such  
586 teacher. The private and personal life of any teacher is not within the appropriate  
587 concern or attention of the Board, provided, however, that any private or personal  
588 conduct which becomes public, or a matter of reputation, and adversely affects either  
589 the teacher, the schools or the children, shall be an appropriate concern for the attention  
590 of the Board and Association.

591  
592 J. The provisions of this Agreement, and the wages, hours, and conditions of employment  
593 shall be applied without regard to race, creed, religion, color, national origin, age, sex,  
594 marital status or membership in, or association with, the activities of an employee  
595 organization.

596  
597 **ARTICLE VII - VACANCIES, PROMOTIONS, AND TRANSFERS**

598  
599 A. Transfers of employees and the filling of vacancies in professional positions shall be the  
600 prerogative of the Board. Transfers and filling of vacancies shall be made in the best  
601 interest of education.

602  
603 B. A request by a teacher for transfer to a different class, building, or position shall be  
604 made in writing, on forms furnished by the Board, one copy of which shall be filed with  
605 the Board and one with the Association. The request shall set forth reasons for the  
606 transfer, the school, grade, or position sought, and the applicant's academic  
607 qualifications. Such request shall be reviewed annually by the Superintendent and the

608 Professional Negotiations Committee of the Association at the third quarterly conference  
609 each school year.

610  
611 An involuntary transfer will be made in the best interest of education. The affected  
612 teacher shall be notified promptly and in writing of the reasons for the transfer and a  
613 copy sent to the Association. If the teacher objects, he shall respond promptly and in  
614 writing, stating his reasons for objecting, and may request a conference to discuss the  
615 transfer. If a conference is requested, the transfer shall not take place until the  
616 conference is held.

617  
618 Any teacher assigned involuntarily, may, at the end of the current school year, exercise  
619 their right to return to their previous position. This process does not exclude utilization  
620 of the grievance procedure.

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

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

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

649  
650 E. Whenever vacancies occur during the normal summer months, the following procedure,  
651 in addition to the procedure heretofore outlined, shall be followed:

652  
653 1. Teachers with specific interest in possible vacancies will notify the Board of their  
654 intent in writing during the last regular week of school and shall include a  
655 summer address.

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2. Should a vacancy occur, the teachers who have expressed an interest in said position, building, or program within the District or a similar position shall be contacted by the Board and notified of the vacancy. The Association president shall also be contacted and notified of the vacancy.
  3. The teachers so notified shall have the responsibility of contacting the Superintendent or his designee indicating their interest in said position within five (5) days of notification.
- F. Any special federal, state, or local aid program being considered for adoption by the District shall be brought to the attention of the Association. The parties shall negotiate wages, hours, and working conditions of any federal, state, or local aid program adopted by the Board if within this bargaining unit.
- G. A teacher whose elementary grade assignment is eliminated is considered displaced and may exercise bumping rights to bump the least senior teacher within the same building or bump the least senior teacher in another elementary building in the same grade level.
- The teacher must exercise the bumping rights within two (2) days of notice of elimination of position. If the position is reinstated the following school year, the teacher may elect to return to his/her former position. The teacher bumped shall be considered displaced.
- H. Itinerants, including grant teachers, that are full-time and are assigned to a single building shall have the same rights contained in Paragraph G above.

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### **ARTICLE VIII - SABBATICAL LEAVE**

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- A. Teachers who have been employed for seven (7) years consecutively by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes full time attendance at a college, university, or other educational institution at the graduate or undergraduate level in a course of study related to his or her assignment in this school district, and travel which will improve the teacher's ability to teach.
- B. In order to qualify for such sabbatical leave a teacher must hold a permanent, continuing, professional, or life teaching certificate.
- C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and will be paid 50% of his full salary plus fringe benefits, provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. The teacher guarantees to the Board that he will return for at least two (2) full years of service following the sabbatical leave. Failing to return for the specified time of service, he shall reimburse the Board his salary and the cost of fringe benefits incurred during his leave.



- 704 D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on  
705 such leave in accordance with the rules and regulations established by the Michigan  
706 Public School Employees Retirement Board.  
707
- 708 E. A teacher returned from sabbatical leave shall be restored at least to his teaching  
709 position or to a position of like nature, seniority, status, and pay.
- 710 F. Sabbatical leave may be granted to two (2) teachers during each year of the contract.  
711 Teachers requesting this leave shall submit their request in written form to the Board.  
712 The final decision shall be made by the Board.  
713
- 714 G. A leave of absence, without pay, benefits and salary advancement, and without loss of  
715 seniority, salary placement or sick leave accrued to the date of starting leave shall be  
716 granted upon written application, after two years of employment, made prior to May 1 of  
717 the contract year preceding the leave for the purpose of serving as an officer of the  
718 Michigan Education Association or the National Education Association. Leave will be  
719 granted for one (1) year, and will be granted for one (1) additional year upon written  
720 application, provided request is made no later than May 1 of the year of the initial leave.  
721 The employee shall notify the Board by May 1 of his year of leave of his intentions to  
722 return to employment, or has resigned.  
723

#### 724 **ARTICLE IX - LEAVE PAY**

- 725
- 726 A. All teachers absent from duty on account of personal illness, including absences  
727 due to maternity, or because of death or illness in the immediate family, shall be  
728 allowed full pay for a total of twelve (12) in any school year. Such days, to the  
729 extent unused, may accumulate to a maximum base figure of 180 days. Once such  
730 maximum base figure of 180 days has been reached, any of the 12 days not used  
731 as provided for above shall be deleted. (However, a new 12 days shall be allotted to  
732 the teacher at the beginning of the next school year, subject to the deletion at the  
733 end of such school year if not used.)  
734
- 735 B. Available sick leave shall be used in the following order by a teacher in any given  
736 year:  
737 1. First the 12 days allotted for each year shall be used;  
738 2. Next, the accumulated sick days shall be used; and  
739
- 740 C. A teacher will be given written verification, at the beginning of the school year, of the  
741 number of sick leave days available for the school year. A copy of such verification  
742 will be given to the Association at the same time, unless the teacher has filed a  
743 written objection with the Superintendent in advance.  
744
- 745 D. The term "immediate family" shall include the following: husband, wife, son,  
746 daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law,  
747 sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren.  
748
- 749 E. In addition to the prescribed sick leave, each teacher shall be allowed an additional four  
750 (4) days per year, for personal business, death or sickness of more distant relatives not

751 listed above, of friends, of religious observances, or time necessary to conduct personal  
752 business impossible to handle outside normal school hours provided notification is given  
753 in advance. Teachers shall receive 50% of substitute pay for any personal business  
754 days remaining unused at the end of each year.

755  
756 It is further agreed that except in case of emergency this leave may not be used  
757 contiguous to a holiday, or the first day of a semester without prior approval. Written  
758 notice of the use of personal leave days for deer hunting shall be given to the building  
759 principal one week in advance of the opening of deer season.

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

769  
770 F. Upon suspected abuse of sick leave, the employee may be subject to progressive  
771 discipline by the Superintendent, which may include proof of illness by a physician after  
772 one warning.

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

778  
779 The absent teacher should contact the principal before the end of each school day for  
780 the duration of the absence to keep the substitute informed. (\*The term "reason" shall  
781 be defined as a statement of illness, personal leave, or emergency).

## 782 **ARTICLE X - LEAVE OF ABSENCE**

783  
784  
785 A. Any teacher whose personal illness or period of maternity extends beyond the period  
786 compensated under Article IX may be granted a leave of absence, without pay, not to  
787 exceed one year with the option for annual renewal up to three years with the annual  
788 approval of the Board. If said teachers plans to return to the classroom the following  
789 year, the office of the Superintendent of Schools must be so informed in writing by June  
790 1 unless the teacher provides written notice by June 1 that teacher's position will be  
791 considered vacant and a replacement hired.

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

799 B. Absence from duty for the purpose of attending professional meetings or approved  
800 visitation at other schools, or court appearances as a witness or serving jury duty, or  
801 civic responsibilities, i.e., those duties applicable to elected or appointed positions at the  
802 local, state, or national level, such absences shall not be charged against one's  
803 accumulated sick leave, nor personal business leave, and shall be so compensated for  
804 at full pay. Such absences from duty, other than those required as a witness or juror,  
805 shall be limited to five (5) days. The number of such days may be extended at the  
806 discretion of the Superintendent following a request for such an extension. Jury duty will  
807 be compensated at the differential between jury duty pay and the teacher's daily pay.  
808

809 C. A military leave of absence shall be granted to any teacher who shall be inducted for  
810 military duty in any branch of the armed forces of the United States. Upon return from  
811 such leave, a teacher shall be placed at the same position on the salary schedule as he  
812 would have been had he taught in the district during such period, and shall receive all  
813 rights and benefits accorded by State and Federal law. No such leave shall  
814 accumulate.  
815

816 In the event that a teacher is called to active duty as a member of the Michigan National  
817 Guard, the district shall pay the teacher the difference between the Guard pay and the  
818 teacher's regular classroom salary. Such payment shall be for a period not to exceed  
819 five days annually.  
820

821 D. A leave of absence without pay and without seniority accrual may be granted, not to  
822 exceed one year, with options for annual renewal of up to three (3) years for any  
823 reason, including securing or engaging in other employment with the annual approval of  
824 the Board.  
825

826 E. Leaves of absence without pay shall be granted at the discretion of the Board of  
827 Education, upon application, for the following purposes:  
828

- 829 1. Study related to the teacher's license field.  
830
- 831 2. Study to meet eligibility requirements for a teaching license other than that held  
832 by the teacher.  
833
- 834 3. Study, and research, or special teaching assignments involving probable  
835 advantage to the school system.  
836

837 Seniority on the salary schedule will continue during the period of absence.  
838

839 F. The Board may not discriminate against any teacher for campaigning for, or serving in,  
840 a public office. The Board shall grant a leave of absence without pay or increment to  
841 any teacher to campaign for, or serve in, in a public office.  
842

843 Leave of absence in public office is limited to one term or two years, whichever is less.  
844

845 G. The Board agrees to grant the Association a maximum of twenty-five (25) days leave  
846 per year for officers of the Association to attend conferences, provided forty-eight (48)

847 hours' notice is supplied to the Board or its designee, and provided the Board or its  
848 designee approves the attendance.

849  
850 The Board shall not be liable for any travel or incidental expenses incurred in such  
851 attendance.

852  
853 The Association President shall be entitled to 18 days release time per year to attend to  
854 Association business. No more than three days may be taken consecutively.

855 The Association will bear the cost of the substitute's pay and retirement contribution for  
856 the Association days.

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

870  
871 **ARTICLE XI - TERMINAL LEAVE**

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

885  
886 After twenty (20) years in the District, 75% (or 50%) of the unused sick leave will be paid  
887 for any other type of termination other than retirement except for persons discharged for  
888 just cause, provided however that the maximum number of days to be based upon for  
889 terminal leave shall in no event exceed 136 days. The payment shall be based on the  
890 retiree's position on the then existing schedule. This number of days, not to exceed  
891 136, shall be multiplied by 75% (or 50%), as set forth above, to determine the actual  
892 number of days for terminal leave purposes.

894 In both cases, the heirs of the teacher will be paid in the event of the death of the  
895 employee.  
896

897 Retirees shall have the option of taking terminal leave payment in annual payments over  
898 two or three years, except teachers who purchase universal service credit and have a  
899 balance due to MPSERS. In this instance, a single payment will be made.  
900

901 B. Whenever a teacher plans retirement, notification of intent to retire early is to be  
902 submitted to the administration no later than March 1 of the year previous to such  
903 retirement so that terminal leave pay can be projected and properly budgeted. If such  
904 notification is not given, the teacher may be required to forfeit the right to terminal leave  
905 pay unless early retirement is necessitated by illness or other emergency. A final  
906 decision will be made by a joint committee of the Association and Administration.  
907

908 C. Early Retirement Compensation: A teacher who has acquired a minimum of ten (10)  
909 years of service in the Escanaba Area School System and who will meet state  
910 requirements for retirement by September 1 of the school year may at his or her option  
911 request early retirement. Retirement as used in this policy shall mean severance of  
912 active employment with the Escanaba Area Public Schools and verification to the Board  
913 of an application from the teacher to the Michigan Public Schools Employees'  
914 Retirement System for retirement benefits of said retirement system. The affected  
915 teacher will notify the Superintendent of Schools of his or her early retirement in writing  
916 no later than March 1 prior to the next school year when such retirement will take effect.  
917 If a teacher decides to retire after March 1, but before October 31, his or her request for  
918 early retirement incentive must be agreed to by both the Board and the Association.  
919 Applicants who do not notify the Board by March 1 or obtain the mutual consent of the  
920 Board and the Association shall not be eligible for the benefits outlined in this policy.  
921

922 Qualified retirees shall receive One Hundred Fifty (\$150.00) Dollars per month from the  
923 Board, beginning on September 1 of the first school year of their retirement, for a period  
924 not to exceed six (6) years. The first payment shall be made on the appropriate  
925 September 1 and subsequent payments shall be made on the first of each month  
926 thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty  
927 (30) days. A lump sum payment may be elected and will be paid January 1 of each  
928 year covering the period of time from September 1 to October 31.  
929

930 The \$150.00 monthly benefit can be applied toward the payment of health insurance in  
931 effect under the Master Agreement between the Board and the Association at the time  
932 of applicable benefits if the retiree submits such a request in writing and is eligible for  
933 coverage under the group health insurance then in effect.  
934

935 In the event of death of the retiree prior to his or her 6<sup>th</sup> year, benefits will be paid to the  
936 retiree's spouse, if any, or dependent, if any, as defined by the I.R.S. for the same  
937 amount of time as it would had the teacher lived throughout the period.  
938

939 If a Michigan court, following exhaustion of all available state appeals, rules that early  
940 retirement incentive plans are in violation of law, then the Early Retirement Incentive

941 Program described in this policy shall be null and void. In such case, the retirees shall  
942 have no cause of action against the Board whatsoever.

943  
944 Persons retiring due to a medical disability which qualified them for retirement benefits  
945 from the Social Security Administration, the State Retirement Board, Workers'  
946 Compensation, or any Board provided disability insurance are not eligible to qualify for  
947 benefits under this policy. Once a person is receiving benefits through this policy,  
948 however, no subsequent disability will adversely affect those benefits. The rights of any  
949 retiree and the benefits to be paid to the retiree shall be only those specifically set forth  
950 herein. Such rights or benefits shall not be altered if this Policy, or any amendment or  
951 replacement thereof, should be changed in any way in the future.

952  
953 The retiree shall lose eligibility for the rights and benefits set forth herein, if the teacher  
954 returns to full-time teaching for compensation at any level or location.

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

## 962 **ARTICLE XII - INSURANCE PROTECTION**

- 963
- 964
- 965 A. The Board will provide to the employee MESSA(s) Choices II with a \$500/1000 In-  
966 Network/\$1000/\$2000 Out-of Network deductible, with a Co-payment option of \$20  
967 Office Visit/\$25 Urgent Care/\$50/Emergency Room; and with a Saver RX for  
968 prescription drugs for the contract period for the employee's entire family; provided,  
969 however, that the employee shall pay any and all deductibles required in such insurance  
970 plan or coverage. When appropriate, Medicare premiums will be paid on behalf of  
971 eligible spouses or their dependents. Board will pay the deductible amount into a  
972 Flexible Spending Account (FSA) on behalf of each employee pre-tax. The Board  
973 shall pay no more than 80% toward the costs of said insurance/deductible, with the  
974 employee paying the remaining 20%.
- 975
- 976 B. The Board will provide dental services provided by Delta Dental, Plan E, with  
977 orthodontic rider (0-7), calling for payment up to 80% of dental charges. The Board  
978 shall pay 80% of the premium, with the employee paying 20% of the premium. This  
979 plan will include internal and external coordination of benefits.
- 980
- 981 C. The Board will provide continuous coverage for MESSA Vision Care Plan 3 each school  
982 year. The Board shall pay 80% of the premium, with the employee paying 20% of the  
983 premium. This plan will include internal and external coordination of benefits.
- 984
- 985 D. The Board shall adopt the necessary resolution and do all those things necessary to  
986 provide the Association members a payroll deduction for the right to benefits of any tax  
987 deferred annuity program of any company who agrees to the payroll deduction of the  
988 school, and the two enrollment periods.

989  
990 E. The Board shall provide a \$75,000 Life Insurance Policy for each Association member  
991 for each of the three years under the Master Agreement (provided by MESSA with  
992 AD&D Rider). Any bargaining unit member retiring after July 1, 1990, will be entitled to  
993 the same Life Insurance benefits, paid by the Board, as the employees covered under  
994 this Master Agreement. Retirees after July 1, 1990 are entitled to same coverage up to  
995 the age of 70 paid by the Board.

996  
997  
998 F. Each bargaining unit member shall have the right to freeze their sick leave benefits after  
999 the designated waiting period for both short-term disability and long term disability.

1000  
1001 G. The Board agrees to make available to members and their families long-term health  
1002 care insurance offered by the Verity Insurance Company. The full cost of this insurance  
1003 will be paid by the employee. In no case will the Board be liable for payment or other  
1004 responsibilities that might be incurred other than payroll deduction.

1005  
1006 H. Any claim by an employee as to insurance benefits shall not be the basis of a grievance  
1007 or subject to arbitration. The Board, by payment of any premium payments required to  
1008 provide coverage as agreed upon, shall be relieved from all liability with respect to any  
1009 insurance benefits provided in this Agreement. The failure of an insurance company to  
1010 provide any of the benefits which it has contracted for, for any reason, shall not result in  
1011 any liability to the Board, nor shall such failure to be considered a breach by the Board  
1012 of any obligations or duties under this Agreement.

1013  
1014 I. Annuity. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit  
1015 member for whom such contributions are made shall retain all nonforfeitable rights and  
1016 control over the tax-deferred annuity plan.

1017  
1018 In lieu of health insurance, the employee shall receive in cash an amount set forth  
1019 below. Such cash may be contributed to a TSA plan as allowed by federal law.

1020  
1021 The annuity amounts for 11-12 are:

1022	Single Subscriber	\$274.28
1023	Employee Spouse/Employee Child	\$ 96.61
1024	No health	\$567.10

1025  
1026 In addition to the above, any teacher may take additional MESSA options through  
1027 payroll deduction, but any additional options beyond these amounts shall be at the cost  
1028 of the teacher.

1029  
1030 Hold Harmless Clause With Respect to Annuity Options:

1031  
1032 If any additional tax liability is imposed as a result of the Board making an annuity option  
1033 available, the individual employee shall be responsible for his or her additional taxes  
1034 plus any interest or penalties due, and the employer shall be responsible for its share of  
1035 the taxes due plus any interest or penalties due. The employer contribution shall be  
1036 submitted by separate check paid directly to the annuity company on forms provided by

1037 the annuity company, as directed in written form by the employee. In the event of an  
1038 individual employee's failure or refusal to make any payments as required above, the  
1039 Board shall be held harmless and indemnified with respect to any additional taxes due  
1040 plus interest and penalties, if any, arising from such employee's non-payment. Such  
1041 representation of the Board shall be undertaken by legal counsel reasonably acceptable  
1042 to the Board.

1043  
1044 J. Beginning with the 2011-2012 school year, any employee who chooses to take health  
1045 care coverage shall contribute 20% towards the payment of the medical insurance costs  
1046 (health, dental, vision) under a qualified 125 plan of the Internal Revenue Code.  
1047

### 1048 **ARTICLE XIII - TEACHER EVALUATION**

1049  
1050 A. All monitoring or observation of the work performance of a teacher shall be conducted  
1051 openly and with full knowledge of the teacher. Monitoring of observation of work does  
1052 not preclude use of substantiated events not personally observed by the administrator.  
1053

1054 B. Each teacher shall have the right upon request to the proper administrative authority to  
1055 review the contents of his own personnel file pertaining to his work while employed in  
1056 this school system. Said teacher may also request a representative of the Association  
1057 to accompany the teacher in such review.  
1058

1059 C. A teacher shall at all times be entitled to have present a representative of the  
1060 Association when he is being reprimanded, warned, or disciplined for any infraction of  
1061 discipline or delinquency in professional performance. When a request for such  
1062 representation is made, no action shall be taken with respect to the teacher until such  
1063 representative of the Association is present.  
1064

1065 1. It is the responsibility of the Administrator involved to inform said teacher of his  
1066 rights pursuant to this paragraph before a witness and said teacher's response  
1067 verified.  
1068

1069 2. No special limitations shall be placed upon investigating, presenting, and  
1070 interpreting facts and ideas relative to the specific charge.  
1071

1072 D. No teacher shall be disciplined, reprimanded, or reduced in compensation without just  
1073 cause and be provided with an opportunity for a hearing before the Board. Any such  
1074 discipline, reprimand or reduction in rank or compensation shall be subject to the  
1075 professional grievance procedure hereinafter set forth. This section shall not apply to  
1076 non renewal of probationary teachers.  
1077

1078 E. In the case of the necessity to reprimand, warn or discipline any teacher, such  
1079 reprimand, warning, or disciplining shall be reduced to written form, the original to go to  
1080 the teacher, and a copy to the personnel file in the superintendent's office. Teachers  
1081 will be requested to sign said document to indicate their receipt. No interpretation of  
1082 agreement or non-agreement is intended. Teachers will be granted an opportunity to  
1083 comment on the form and have the administrator sign the document with a notation of a  
1084 copy to the personnel file.



1085  
1086 F. A teacher on a probationary status shall have an evaluation interview with his principal  
1087 and/or superintendent by March 1 of each year, a copy of the evaluation form used for  
1088 this interview to be given to the teacher.

1089  
1090 G. Teachers will be subject to a performance evaluation that is consistent with  
1091 state/federal law.. The evaluation tool will allow for a teacher to be given an  
1092 “effectiveness label” of either: 1) Exceeds goals; 2) Meets goals; 3) Progressing  
1093 toward goals; or 4) Does not meet goals. Merit pay for teachers will be provided  
1094 relative to “effectiveness labels” and as described in Appendix A  
1095

#### 1096 **ARTICLE XIV - PROTECTION OF TEACHERS**

1097  
1098 A. Teachers shall be responsible for creating and maintaining conditions conducive to  
1099 learning and discipline. If disruptive behavior becomes abnormally frequent in a  
1100 teacher’s classroom and the teacher excludes a student, the teacher upon request, will  
1101 furnish the particulars of the incident in writing to the administrator and meet with the  
1102 administrator and/or the student’s parents if requested by the administrator. If the  
1103 student or parent refuses to attend a conference, the teacher will be notified in writing by  
1104 the administrator. Other steps may be taken to resolve the matter, such as a behavior  
1105 plan.  
1106

1107 Whenever it appears that a particular pupil requires the attention of special counselors,  
1108 social workers, law enforcement personnel, physicians or other professional persons,  
1109 the Board will take reasonable steps in accordance with Public Act 11, to provide  
1110 administrative assistance in the supervision of such student during the referral process.  
1111

1112 1. Since the teacher’s authority and effectiveness in the classroom is undermined  
1113 when students discover that there is insufficient administrative backing and  
1114 support of the teacher, the Board and the administration recognizes its  
1115 responsibility to give all reasonable support and assistance to teachers in  
1116 student discipline and class control.  
1117

1118 2. A teacher may temporarily exclude a pupil from class when the grossness of the  
1119 offense, the persistence of the misbehavior, or the disruptive effect of the  
1120 violation makes the continued presence of the student in the classroom  
1121 intolerable as permitted by law.  
1122

1123 3. If the judgment of a teacher is to be questioned by an Administrator, it shall be  
1124 done privately and not in front of students.  
1125

1126 4. The Board shall provide a statement of the rules, regulations and procedures  
1127 governing discipline, suspension and expulsion of students. The statement shall  
1128 be distributed during the first week of each school year.  
1129

1130 B. Any case of assault upon a teacher shall be promptly reported to the Board or its  
1131 designated representative. The Board may provide legal counsel to advise the teacher  
1132 of his rights and obligations with respect to such assault and may render all reasonable

1133 assistance to the teacher in connection with handling of the incident by law enforcement  
1134 and judicial authorities, as far as their investigation of the incident may warrant.

1135  
1136 C. If any teacher is complained against or sued by reason of an action taken by the teacher  
1137 against a student, the Board, after suitable investigation, may provide legal counsel and  
1138 render all necessary assistance to the teacher in his defense provided the teacher is not  
1139 in violation of Board policy, consistent with law and acting within the scope of his/her  
1140 employment. Assistance may include indemnification of damages, fines or legal fees or  
1141 other reasonable costs.

1142  
1143 Time lost by a teacher in connection with an incident mentioned in this Article shall not  
1144 be charged against the teacher as sick leave or as personal business leave.

1145  
1146 D. After suitable investigation the Board will reimburse teachers for any loss, damage, or  
1147 destruction of clothing or personal property of the teacher while on duty in the school or  
1148 on the school premises not involving personal negligence on the part of the teacher.  
1149 The Board will not substitute its responsibility for parental responsibility.  
1150 If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will  
1151 be furnished by the Board at a designated hospital unless covered by Workers'  
1152 Compensation. Time lost under such circumstance will not be charged against  
1153 teacher's sick leave.

1154  
1155 E. Affected teachers will be notified in advance if possible where appropriate and  
1156 consistent with state or federal law, of a student's serious or chronic communicable  
1157 disease. The Board shall provide in-service training in hygienic practices and  
1158 management to teachers coming into contact with students having such communicable  
1159 diseases.

1160  
1161 F. Employees with drug or alcohol problems are encouraged to seek rehabilitation before  
1162 such conditions adversely affect their employment. An employee shall not be  
1163 disciplined merely for seeking treatment. The parties recognize that alcoholism is an  
1164 illness to the extent defined by law.

1165  
1166 G. The Board and the teachers agree to comply with state law and Board policy as it  
1167 relates to corporal punishment of students. Teachers will be provided copies of the  
1168 corporal punishment policy during the first week of school. All teachers will be allowed  
1169 input with regards to alternatives to corporal punishment. A teacher may use  
1170 reasonable force, as allowed by law, he deems necessary to protect himself and others  
1171 from harm; to remove or restrain a student to maintain a safe environment if the student  
1172 refuses to discontinue his/her behavior after being asked; prevent the student from harm  
1173 or from harming others; quell a disturbance that threatens injury to any person or; obtain  
1174 possession of a weapon; or, protect property [MCL 380.1312].

## 1175 **ARTICLE XV - NEGOTIATION PROCEDURES**

1176  
1177  
1178 A. It is agreed that matters not specifically covered by this Agreement, but of common  
1179 concern to the parties, shall be subject to professional negotiations between them from  
1180 time to time during the period of this agreement. The parties undertake to cooperate in

1181 arranging meetings, selecting representatives for such discussions, furnishing  
1182 necessary information and otherwise constructively considering and resolving any such  
1183 matters.

1184  
1185 B. In the event the salary schedule is reopened for negotiation by either party, as provided  
1186 in Appendix A, Salary Schedule paragraph 2 of this Agreement, the parties will promptly  
1187 negotiate for the purpose of reaching an agreement upon a revised salary schedule. At  
1188 least by March 1<sup>st</sup>, the parties will likewise begin negotiations for a new agreement  
1189 covering wages, hours, terms, and conditions of employment of teachers employed by  
1190 the Board.

1191 C. In any negotiations described in this Article, neither party shall have any control over the  
1192 selection of the negotiating or bargaining representatives of the other party and each  
1193 party may select its representatives from within or outside the school district.

1194  
1195 It is recognized that no final agreement between the parties may be executed without  
1196 ratification by a majority of the Board of Education and by a majority of the membership  
1197 of the Association, but the parties mutually pledge that representatives selected by each  
1198 shall be clothed with all necessary power and authority to make proposals, consider  
1199 proposals, and make concessions in the course of negotiations or bargaining, subject  
1200 only to such ultimate ratification.

1201  
1202 D. If the parties fail to reach an agreement in any such negotiations, either party may  
1203 invoke the mediation procedures of the Michigan Employment Relations Commission, or  
1204 take any other lawful means.

1205 E. During the first two weeks of each school quarter, the Association Professional  
1206 Negotiating Committee and the Administrative Staff, together with a member of the  
1207 Board of Education or its designee shall meet to discuss the administration of this  
1208 Agreement and any problems under it which either party believes exist or may occur in  
1209 the operation of the School District. The Superintendent of Schools or the chairman of  
1210 the Professional Negotiating Committee shall be responsible for calling this meeting. An  
1211 agenda shall be prepared by the parties covering the subjects to be discussed at least  
1212 one week prior to the meetings.

1213

## 1214 **ARTICLE XVI - GRIEVANCE PROCEDURE**

1215  
1216 A. Definition of Grievance: A "grievance" is an alleged violation of the terms and provisions  
1217 of this Agreement, including questions of interpretation of application of the terms and  
1218 provisions of this Agreement, subject to the exceptions set forth below.

1219  
1220 B. Time Limitations: All time limitations herein shall consist of school days, and such limits  
1221 may be extended only upon mutual written consent of the parties. It is understood and  
1222 agreed that the time limitations herein set forth shall be considered as substantive, and  
1223 failure to conform to such limitations shall mean default by the party failing to conform.

1224  
1225 The failure of an aggrieved person to proceed to the next level of the procedure within  
1226 the time limits herein set forth shall be deemed to be an acceptance of the decision  
1227 previously rendered, and shall constitute a waiver of any future appeal concerning that  
1228 particular grievance.

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

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

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

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

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

1277 to the grievance. A representative of the Association may be present at the  
1278 meeting between the Superintendent and the aggrieved person, if requested by  
1279 the aggrieved person.  
1280

1281 3. Step Three. If the alleged grievance is not settled at Step Two, it may be  
1282 referred in writing to the Secretary of the Board of Education within five (5) days  
1283 after the answer by the Superintendent in Step Two. Such grievance shall state  
1284 with specificity and in detail the nature of the grievance, including referenced to  
1285 the provisions of the Master Agreement claimed to have been violated or  
1286 misinterpreted. The Board, or a committee thereof, shall hold a hearing or  
1287 otherwise investigate the grievance or prescribe such other procedures as it may  
1288 deem appropriate for consideration of the grievance. The Association shall have  
1289 an opportunity to present its views to the Board or committee at this step. The  
1290 Board, or a committee thereof, shall render a decision on the grievance and  
1291 present it, in writing, to the Association within fifteen (15) days after the matter  
1292 was referred to the Board of Education, as therein provided.

1293 4. Step Four. If the grievance is not settled at Step Three, the matter may be  
1294 referred to arbitration by the Association or the Board. Notice to refer the matter  
1295 to arbitration must be given to the Board within ten (10) days from the date of the  
1296 Board's written decision at Step Three. Within five (5) days after the request for  
1297 arbitration has been served upon the Secretary of the Board of Education, a  
1298 committee of the Board, or its designated representative, and a committee of the  
1299 Association, or its designated representative, and a committee of the  
1300 Association, or its designated representative, shall meet and make every  
1301 reasonable effort to agree upon a mutually acceptable arbitrator. If the parties  
1302 are unable to agree upon an arbitrator within a five (5) day period, the party  
1303 seeking arbitration shall file a request with the American Arbitration Association  
1304 for submission of a list of qualified arbitrators to the parties. The arbitrator shall  
1305 then be selected according to the rules of the American Arbitration Association.  
1306

1307 The arbitrator shall hear the grievance in dispute and shall render his decision in  
1308 writing within thirty (30) days from the close of the hearing. The hearing shall be  
1309 conducted in accordance with the rules and procedures of the American  
1310 Arbitration Association, except as expressly modified by rule of the arbitrator.  
1311 The arbitrator's decision shall be submitted in writing, and shall set forth his  
1312 finding and conclusions with respect to the issues submitted to arbitration. The  
1313 arbitrator's decision shall be final and binding upon the Escanaba Area Public  
1314 Schools, the Upper Peninsula Education Association, and the employees  
1315 involved.  
1316

1317 The arbitrator has no authority except to pass upon alleged violations of the  
1318 provisions of this Agreement, and to determine disputes involving the application  
1319 or interpretation of such provisions; and shall have no power or authority to add  
1320 to, subtract from, or modify any of the terms or provisions of this Agreement. In  
1321 cases of discipline or discharge, the arbitrator shall not modify any discipline or  
1322 discharge impose, but shall be limited to determine whether just cause existed  
1323 for the imposition of such discipline. The arbitrator shall not render any decision

1324 which would require or permit action in violation of the applicable School Laws  
1325 and Regulations of the State of Michigan.

1326  
1327 The arbitrator's fee and expenses shall be shared by the Escanaba Area Public  
1328 schools and the Association equally. The expense and compensation for  
1329 attendance of any employee, witness, or participant in the arbitration  
1330 proceedings shall be paid by the party calling such employee, witness or  
1331 requesting such participation.

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1335 E. Subjects Excluded From Grievance Procedure:

1336  
1337 The following subjects covered and governed by the terms and provisions of this  
1338 Agreement shall not be subject to the grievance procedure as herein set forth:

- 1339  
1340 1. Any complaint or dispute involving the discharge, termination, demotion of a  
1341 teacher shall not be subject to the grievance and arbitration provisions if that  
1342 teacher's case qualifies for jurisdiction and could be heard pursuant to the  
1343 Teachers Tenure Act.  
1344  
1345 2. Any non-renewal of a probationary teacher's employment, or termination of a  
1346 probationary teacher. If a probationary teacher is discharged during the school  
1347 year for "just cause" (as distinguished from a non-renewal of employment), then,  
1348 only in such event, such discharge shall be subject to the grievance procedure,  
1349 and the exclusions herein stated shall not apply.  
1350  
1351 3. Any claim or complaint for which there is established another remedial  
1352 procedure or forum established by law, including alleged disputes within the  
1353 jurisdiction of the Equal Employment Commission; Civil Rights Commission;  
1354 Michigan Employment Relations Commission or Michigan Tenure Commission.  
1355  
1356 4. Any action, order or regulation of the Board governed by Article I, paragraph D of  
1357 this Agreement, or governed by Article IIB of this Agreement.  
1358  
1359 5. Any policies, rules or regulations of the Board, except if the same shall directly  
1360 relate to wages, hours, and conditions of employment.

1361  
1362 F. Class Grievance:

1363  
1364 If, in the judgment of the Association Grievance Committee, grievance affects a group or  
1365 class of teachers, the Association Grievance Committee may submit such grievance in  
1366 writing, to the Superintendent of Schools directly, indicating the same to constitute a  
1367 class grievance, and the processing of such grievance shall be commenced at Step  
1368 Two of the grievance procedure. Such grievance shall be designated as a "class  
1369 grievance" and the class affected shall be designated.

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1371 G. Documentation:

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

H. General Provisions:

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

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

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

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

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

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

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Access shall be

1420 made available to records of all information necessary to a determination and  
1421 processing of a grievance, and teachers' personnel files shall be examined by the  
1422 Association only upon prior written approval of the teacher affected submitted to the  
1423 Superintendent of Schools.

1424  
1425 During the term of this grievance procedure there shall be no strike or lock-out. The  
1426 Board of Education and the Association agree they will not permit, direct, encourage, or  
1427 support any actions prohibited herein.  
1428

1429  
1430

1431 I. Rights of Teachers to Representation:

1432  
1433 1. No reprisals of any kind shall be taken by the Board or by any member of the  
1434 administration against any party in interest, any School Representative, any  
1435 member of the Association Grievance Committee, or any other participant in the  
1436 grievance procedure by reason of such participation.  
1437

1438 2. Any party in interest may be represented at all stages of the grievance  
1439 procedure by a person of his own choosing, except that he may not be  
1440 represented by a representative or by an officer of any teacher organization  
1441 other than the Association. When a teacher is not represented by the  
1442 Association, the Association shall have the right to be present and to state its  
1443 views at all stages of the grievance procedure. Individuals may not arbitrate  
1444 grievances.  
1445

1446 3. Nothing contained herein shall be construed to prevent any individual teacher  
1447 from presenting a grievance and having the grievance adjusted without  
1448 intervention of the Association, if the adjustment is not inconsistent with the  
1449 terms of this Agreement, provided that the Association has been given  
1450 opportunity to be present at such adjustment.  
1451

1452 J. Miscellaneous:

1453  
1454 1. Decisions rendered at Levels One, Two or Three of the grievance procedure  
1455 shall be in writing setting forth the decision and the reasons therefore and shall  
1456 be transmitted promptly to all parties in interest and to the Chairman of the  
1457 Association Grievance Committee.  
1458

1459 2. All documents, communications and records dealing with the processing of a  
1460 grievance shall be filed separately from the personnel files of the participants.  
1461

1462 3. Forms for filing grievances, serving notices, taking appeals, making reports and  
1463 recommendations, and other necessary documents shall be jointly prepared and  
1464 given appropriate distribution by the Superintendent so as to facilitate operation  
1465 of the grievance procedure.  
1466

1467 **ARTICLE XVII - MISCELLANEOUS**



- 1468  
1469 A. No polygraph or lie detector device shall be used in any investigation of any teacher  
1470 without his consent.  
1471
- 1472 B. To fulfill state requirements, professional development days for teachers may be held on  
1473 scheduled instruction days, non-session days, or Saturdays which are not part of  
1474 holiday weekends.  
1475
- 1476 Each teacher who attends a District sponsored professional development day on non-  
1477 session days or a Saturday will receive a stipend equal to one day of substitute pay per  
1478 session/day.  
1479
- 1480 Payment to each teacher will be made by separate check at the end of the school year.  
1481
- 1482 The District will seek approval for CEUs for district sponsored professional development  
1483 days.  
1484
- 1485 C. This Agreement shall supersede any rules, regulations or practices of the Board which  
1486 shall be contrary to or inconsistent with its terms. It shall, likewise, supersede any  
1487 contrary or inconsistent terms contained in any individual teacher contracts then in  
1488 effect. All future individual teacher contracts shall be made expressly subject to the  
1489 terms of this Agreement. The provisions of this Agreement shall be incorporated into  
1490 and be considered part of the established policies of the Board.  
1491
- 1492 D. Copies of this Agreement shall be printed at the expense of the Board and presented to  
1493 all teachers now employed or hereafter employed by the Board.  
1494
- 1495 E. If any provision of this Agreement or any application of the Agreement to any employee  
1496 or group of employees shall be found contrary to the law, then such provision or  
1497 application shall not be deemed valid and subsisting except to the extent permitted by  
1498 law, but all other provisions or application shall continue in full force and effect.  
1499
- 1500 F. Teachers of the school district may accept work outside the school system but not  
1501 during school hours, provided such work does not in any way interfere with the  
1502 performance of the teacher's school duties; provided such work does not conflict with  
1503 school activities; in accordance with existing policies and practices.  
1504
- 1505 G. Payroll deductions are available upon request for any of the following reasons:  
1506
- 1507 1. For savings or payment of loans to the Delta County Teachers' Credit Union.
  - 1508 2. For a tax sheltered annuity program as agreed upon by the Association.
- 1509
- 1510 H. School will be closed November 15.  
1511
- 1512 I. Teachers may designate their bi-weekly pay checks be issued in 20 payments, 26  
1513 payments throughout the calendar year, or 20 payments with a lump sum on the last  
1514 working day.  
1515

1516 J. Hepatitis B vaccinations, if required, shall be paid for by the Board.  
1517

1518 **ARTICLE XVIII - AGENCY SHOP**  
1519

1520 A. Teachers may at any time sign and deliver to the Board an assignment authorizing  
1521 deduction of membership dues and assessments to the Association (including the  
1522 National Education Association and the Michigan Education Association). Such  
1523 authorization shall continue in effect unless subsequent to June 1<sup>st</sup> and prior to  
1524 September 15<sup>th</sup> of any year, such authorization is formally revoked by the teacher in  
1525 writing and copies thereof are delivered to the Association and the Board. Annual  
1526 authorizations are required for political contributions.  
1527

1528 B. Annual deduction of membership dues shall be made from one regular pay check each  
1529 month, for ten (10) months, beginning in September and ending in June of each year  
1530 and the Board agrees promptly to remit to the respective Association all monies so  
1531 deducted, accompanied by a list of teachers from whom the deductions have been  
1532 made. One half of local dues, plus assessments, shall be paid to the Association  
1533 Treasurer on the second payday in January with the balance to be paid on the first  
1534 payday in May.  
1535

1536 C. Under no circumstances shall the Board be held responsible for anything other than the  
1537 transfer of authorized dues payments. In the event of a teacher's non-payment of dues,  
1538 the Board shall be held harmless for the assessment and collection of such dues, and  
1539 the imposition of any penalties arising from the non-payment. Such representation of  
1540 the Board shall be undertaken by Association counsel reasonably acceptable to the  
1541 Board.  
1542

1543 D. Each bargaining unit member, shall as a condition of employment on or before thirty  
1544 (30) days from the date of commencement of duties or the effective date of this  
1545 Agreement, whichever is later, join the Association or pay a service fee to the  
1546 Association equivalent to the amount of dues uniformly required of the members of the  
1547 Association, less any amounts not permitted by law. The bargaining unit member may  
1548 authorize payroll deduction for such fee annually, effective January 1 through December  
1549 31. In the event the bargaining unit member shall not pay such service fee directly to  
1550 the Association or authorize payment through payroll deduction, the Employer shall,  
1551 pursuant to MCLA 408.477; MSA 17.2777(7) and at the request of the Association,  
1552 deduct the service fee from the bargaining unit member's wages and remit same to the  
1553 Association under the procedure below. Such monies shall be remitted to the  
1554 Association or its designee no later than twenty (20) days following deduction. The  
1555 procedure in all cases of non-payment of the service fee shall be as follows:  
1556

- 1557 1. The Association shall notify the bargaining unit member of non-compliance by  
1558 certified mail, return receipt requested. Said notice shall detail the non-  
1559 compliance and shall provide ten (10) days for compliance, and shall further  
1560 advise the recipient that a request for wage deduction may be filed with the  
1561 Board in the event compliance is not effectuated.  
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2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Paragraph 1, above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
  4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
  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.

- 1611 9. Due to certain requirements established in recent court decisions, the  
1612 Association represents that the amount of the fee charged to the non-members  
1613 along with other required information, may not be available and transmitted to  
1614 non-members until mid-school year (December, January or February).  
1615 Consequently, the parties agree that this procedure in this article relating to the  
1616 payment or non-payment of the representation fee by non-members shall be  
1617 activated thirty (30) days following the Association's notification to non-members  
1618 of the fee for that given school year.  
1619
- 1620 10. The Association shall certify at least annually to the District, fifteen (15) days  
1621 prior to the date of the first payroll deduction for professional fees and at least  
1622 fifteen (15) days prior to the date of the first payroll deduction for service fees,  
1623 the amount of service fee to be deducted by the District, and that said service  
1624 fee includes only those amounts permitted by the Agreement and by law.  
1625 Further, the Association agrees to timely notify the District in the event a court  
1626 order is entered restraining the Association from implementing its policy  
1627 regarding objections to political-ideological expenditures. If as a result of notice  
1628 that such an order has been entered, the District intends to suspend involuntary  
1629 wage deductions under this Article, it shall give timely notice to the Association.  
1630

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1632 **ARTICLE XIX - STUDENT TEACHERS**  
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- 1634 A. The acceptance of any student teacher by a teacher shall be voluntary.  
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- 1636 B. The supervising teacher shall be paid, in addition to his or her contractual salary, that  
1637 sum in total as provided by the participating University or College for each eight week  
1638 period.  
1639
- 1640 C. The student teacher may not be used as a substitute teacher.  
1641

1642  
1643 **ARTICLE XX - REDUCTION IN PERSONNEL AND RECALL**  
1644

- 1645 A. When, in the judgment of the Board, reductions in personnel are necessary, the Board  
1646 will meet and jointly plan such reductions (lay-offs) with the P.N. Committee, and the  
1647 final decision will be made by the Board.  
1648
- 1649 The parties understand that the District receives grant money from various sources for  
1650 the purpose of funding student programs. Grant money from state or federal sources is  
1651 that which is not contained in the foundation grant.  
1652
- 1653 School nurses, social workers and grant positions shall require a 20 working day notice  
1654 of layoff regardless of any contractual provisions to the contrary.  
1655
- 1656 B. The Board and the Professional Negotiations Committee agree that lay-offs will occur in  
1657 the inverse order of seniority as defined in C. below, always provided that the remaining

- 1658 teachers are certified to teach in the remaining positions. All positions held by a pink-  
1659 slipped people shall be posted provided that they are still available as of June 1<sup>st</sup>.  
1660
- 1661 C. Seniority shall be determined by using the following criteria as listed in order of priority.  
1662
- 1663 1. Length of service in Escanaba Area Public Schools;
  - 1664 2. Length of service in department or grade level;
  - 1665 3. Professional qualifications and certifications;
  - 1666 4. Experience in subject or grade level in the last ten (10) years.
- 1667
- 1668 D. The Board shall prepare a seniority list by grade and subject area and transmit same to  
1669 the Association on or before October 1 of each contract year. A lottery (drawing of  
1670 names) shall be instituted for those bargaining unit members hired with the same first  
1671 date of employment. Association and administration representatives and the employees  
1672 involved may be present at the lottery. Individuals who are hired to fill additional  
1673 sections or classes on a semester to semester basis shall not accrue seniority for work  
1674 in such positions. Within ten (10) days after posting of the seniority list, any objections  
1675 to the list shall be forwarded. Thereafter, the list shall be final and conclusive for that  
1676 year.  
1677
- 1678 E. Teachers who are laid off shall suffer no loss of sick leave benefits or seniority accrued  
1679 for that contract year.  
1680
- 1681 F. Teachers who are laid off during a contract year shall be considered having completed  
1682 the contract year for purposes of placement on the salary scale. No salary scale  
1683 advancement shall be granted if recalled during the same contract year.  
1684
- 1685 G. Recall to employment shall be in the inverse order of lay-off, as determined by the  
1686 program(s) offered by the Board.  
1687
- 1688 H. Upon recall, all accrued benefits in Escanaba shall be restored to the employee.  
1689
- 1690 I. Employees shall be notified of recall by registered letter and shall have fifteen (15)  
1691 calendar days to respond. If he does not respond by that time, he shall be considered  
1692 resigned.  
1693
- 1694 J. No teacher shall be laid off pursuant to a necessary reduction in personnel for any  
1695 school year or portion thereof unless the teacher shall have been notified by the day  
1696 after the third Monday of May.  
1697
- 1698 K. The Board shall not subcontract teaching assignments to an Intermediate School  
1699 District which would cause reduction of staff if enrollment in the given courses is  
1700 deemed adequate by the Board.  
1701
- 1702
- 1703 L. After a bargaining unit member has been on layoff for at least three (3) years or a period  
1704 set forth in the Tenure Act, whichever is greater, the Board may remove such

1705 individual's name from the seniority list and shall have no obligation to recall such  
1706 individual.  
1707

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1709 **ARTICLE XXI - EXPERIMENTAL AND INNOVATIVE PROGRAMS**  
1710

1711 A. The Board shall provide for the Upper Peninsula Education Association-Michigan  
1712 Education Association involvement in new or innovative programs from planning  
1713 through evaluation stages.  
1714

1715 B. School Crisis Response Team.  
1716

1717 1. Participation at any level will be totally voluntary, with the exception of any  
1718 employee whose duties are directly related to those of the team.  
1719

1720 2. Any training, materials, or instruction will be provided by the Board as necessary.  
1721

1722 3. Teacher volunteers, including those teachers while out of their assigned room in  
1723 reacting to the crisis, will be indemnified for any liability resulting from their  
1724 participation on the team, or substituting for a team member, except in cases of  
1725 gross negligence or willful misconduct.  
1726

1727 **ARTICLE XXII - SCHOOL IMPROVEMENT PROGRAM**  
1728

1729 A. In the event that the Board of Education studies and implements a school improvement  
1730 plan, no part of such a plan will be implemented if it violates, contradicts, or is  
1731 inconsistent with the terms and provisions of this Agreement.  
1732

1733 B. The superintendent or designee shall submit a progress report on SIP to the EEA at the  
1734 second and fourth quarterly conference.  
1735

1736 C. 1. Participation in the School Improvement Program is to be voluntary at all levels.  
1737 No assignments or committee responsibilities will be established or directed  
1738 without the teacher's consent.  
1739

1740 2. Non-participating teachers will in no way be subject to discrimination for failure to  
1741 participate.  
1742

1743 3. Each new school year the School Improvement Program Committee should  
1744 be encouraged to change to bring about new leadership and ideas.  
1745  
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1747 **ARTICLE XXIII – LEAST RESTRICTIVE ENVIRONMENT**  
1748

1749 A. While the parties acknowledge the policy of Least Restrictive Environment is legally  
1750 mandated, they also recognize the extent to which any individual handicapped student  
1751 should participate in regular education programs and services must be appropriate to  
1752 that student's unique needs as determined by an individual IEPC on an individual basis.

- 1753  
1754 B. Any teacher who will be providing instructional or other services to a handicapped  
1755 student in a regular education classroom setting shall be invited to participate in the  
1756 IEPC.  
1757  
1758 C. The teacher shall have available the services deemed necessary by the IEPC.  
1759  
1760 D. Except in life-threatening or extenuating circumstances, the general education  
1761 classroom teacher shall not be required to perform medical, hygiene or other non-  
1762 instructional procedures for students such as (but not limited to) suctioning,  
1763 catheterization, diapering, or attending to any personal hygiene or medical needs of the  
1764 student, except as would normally be undertaken as a teaching responsibility.  
1765

1766 **ARTICLE XXIV - ADULT EDUCATION**  
1767

1768 The parties agree that if Adult Education/Community Education is reinstated, the language of  
1769 the 1997-1999 contract shall be applicable.

**ARTICLE XXV - MENTOR TEACHERS**

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- A. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in Section 1526 of the School Code, as not in effect or as amended, and shall perform the duties of a Master Teacher as specified in the code.
  
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. The purpose of the mentor assignment is to provide an individual who can offer assistance, resources and information in a non-threatening collegial fashion.
  
- C. A Mentor Teacher shall be assigned in accordance with the following:
  - 1. Participation as a Mentor Teacher shall be voluntary.
  
  - 2. The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
  
  - 3. The Association shall notify the Administration when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within ten (10) work days after the notification.
  
  - 4. Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
  
  - 5. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
  
  - 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.



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**ARTICLE XXVI - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2011, and shall continue in effect for until June 30, 2012 except, if by the commencement of school in September 2012, 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: \_\_\_\_\_

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### APPENDIX A - SALARY SCHEDULE

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

#### 2011-12 Schedule

Yrs. Exp	1% Index	BA 1	BA PC 2	MA 3	MA15 4	MA30 5
1	1	37,165.98	38,369.73	39,573.52	40,777.25	41,981.02
2	1.03	38,280.96	39,520.82	40,760.72	42,000.56	43,240.45
3	1.06	39,395.94	40,671.91	41,947.93	43,223.88	44,499.89
4	1.09	40,510.92	41,823.00	43,135.13	44,447.20	45,759.32
5	1.14	42,369.22	43,741.49	45,113.81	46,486.06	47,858.37
6	1.19	44,227.52	45,659.98	47,092.49	48,524.92	49,957.42
7	1.24	46,085.82	47,578.46	49,071.16	50,563.78	52,056.47
8	1.3	48,315.77	49,880.65	51,445.57	53,010.42	54,575.33
9	1.365	50,731.56	52,374.68	54,017.85	55,660.94	57,304.10
10	1.43	53,147.35	54,868.71	56,590.13	58,311.46	60,032.86
11	1.5	55,748.97	57,554.59	59,360.28	61,165.87	62,971.54
12	1.57	58,350.59	60,240.47	62,130.42	64,020.27	65,910.21
13	1.64	60,952.21	62,926.35	64,900.57	66,874.68	68,848.88
*16	1.71	63,553.83	65,612.24	67,670.71	69,729.09	71,787.55
*19	1.74	64,668.81	66,763.33	68,857.92	70,952.41	73,046.98
*22	1.76	65,412.12	67,530.72	69,649.39	71,767.95	73,886.60
*25	1.785	66,341.27	68,489.97	70,638.73	72,787.38	74,936.13
*28	1.82	67,642.08	69,832.91	72,023.80	74,214.59	76,405.46

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

**Merit Pay** (to comply with Section 1250 of the Revised School Code) will be as follows. It will be based on the EEA member's performance evaluation and will be provided in a lump sum prior June 20, 2012 school year.

- o Exceeds goals = \$3.00
- o Meets goals = \$2.00
- o Progressing toward goals = \$1.00
- o Did not meet goals = \$0

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***Ins. Bidding***

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

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

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

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

Nurses will be given a minimum of sixty (60) calendar days notice before termination of employment.
- H. Advancement of the Schedule:

Teachers completing the necessary number of eligible credit hours for advancement to the next higher schedule may make application for such consideration as soon as official grades, transcript, etc., have been received. Such application will be forwarded,

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

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

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

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

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

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

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

**APPENDIX C - EXTRA DUTY PAY SCHEDULE**

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1. The District shall have the right to determine qualifications and hire individuals for all Appendix C positions. Seniority shall not be a factor for hiring.
2. 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:

	<b><u>Extra Duty</u></b>	<b><u>Percentage</u></b>
2057		
2058	Football:	Jr. High Head Coach 4
2059		Jr. High Asst. Coach 3
2060		*9th Gr. Head Coach 6
2061		*9th Gr. Asst. Coach 5
2062		*J.V. Head Coach 7
2063		*J.V. Asst. Coach 6
2064		*Varsity Head Coach 10
2065		*Varsity Asst. Coach 7
2066		
2067	Cheerleading:	Varsity Head Coach 5
2068	(sideline)	J.V.Asst. Coach 3
2069		9 <sup>th</sup> Gr. Asst. Coach 3
2070		
2071	Cheerleading:	Varsity Head Coach 5
2072	(Competitive)	Asst. Coach 3
2073		
2074	Wrestling:	Head Coach 10
2075		Asst. Coach 7
2076		
2077	Gymnastics:	Head Coach 10
2078		Asst. Coach 7
2079		
2080	Basketball-Boys:	7 <sup>th</sup> Grade 4
2081		8 <sup>th</sup> Grade 4
2082		9 <sup>th</sup> Grade 6
2083		J.V. Coach 7
2084		Varsity Head Coach 10
2085		
2086	Basketball-Girls:	7 <sup>th</sup> Grade 4
2087		8 <sup>th</sup> Grade 4
2088		*Freshman 6
2089		*J.V. Coach 7
2090		*Varsity Head Coach 10
2091		
2092	Tennis:	Head Coach-Boys 6
2093		*Head Coach-Girls 6
2094		Asst. Girls Coach 5
2095		
2096	Golf-Boys/Girls:	Head Coach 6
2097		
2098	Track:	Jr. High Head Coach 3
2099		Jr. High Asst. Coach 2.5
2100		Sr. High Head Coach 6
2101		Sr. High Asst. Coach 5
2102		*Sr. High Cross Country 6
2103		*Sr. High Asst. Cross Country 4.5
2104		

2105	Hockey:	Varsity Head Coach	10
2106		Varsity Asst. Coach	7
2107			
2108	Volleyball-Girls:	Varsity Head Coach	10
2109		J.V. Coach	7
2110		Freshman Coach	6
2111			
2112	Girls Softball:	Varsity Head Coach	6
2113		Asst. Varsity Coach	5
2114			
2115	Baseball	Varsity Head Coach	6
2116		Asst. Varsity Coach	5
2117			
2118	* \$150 for 2 per day practices each week and \$75 for 1 day practices for each week in the		
2119	summer for a maximum of three weeks.		
2120			
2121	Music:	Jr. High Band	5.5
2122		Elementary Honor Band	1.5
2123		Sr. High Band	7.5
2124		Jr. High Orchestra	2
2125		Sr. High Orchestra	3
2126		Elementary Orchestra	1.5
2127		Marching Band	4
2128		Flag Corp	2
2129		Sr. High Vocal Music	5
2130		Musical-Director of Music	4
2131		Musical-Director of Drama	4
2132		Secondary Jazz Band	2.5
2133			
2134	Class Advisors:	9 <sup>th</sup> Grade	2
2135		10 <sup>th</sup> Grade	2
2136		11 <sup>th</sup> Grade	3
2137		12 <sup>th</sup> Grade	3
2138			
2139	Clubs:	Chess Club	3.5
2140		National Honor	
2141		Society Chairperson	1.5
2142		"E" Club	2.5
2143		Key Club	4
2144		Ski Club	4
2145			
2146	All Other Jr. High:	Drama	2
2147		Student Council	2.5
2148		Cheerleaders	2
2149		Yearbook	2
2150		Girls Intramural Volleyball	1
2151		Intramural Basketball	1
2152		Intramural Wrestling	1



2153	All Other Sr. High:	Ticket Manager	6
2154		Escanaban	4.5
2155		Yearbook Advisor	5.5
2156		Bookstore	3.5
2157		H.S. Quiz Bowl	2
2158		Dramatics	4
2159		Forensics	2.5
2160		Youth in Government	3.5

2161  
 2162 7. No extra duty activities which are operated simultaneously may be handled by the same  
 2163 individual except in an emergency when dropping of an activity is the only option.  
 2164

2165 8. Pay for employees working at athletic events:  
 2166

	<u>Varsity</u>	<u>Junior Varsity</u>	<u>Freshmen</u>
2167 <b><u>Football Games</u></b>			
2168 Ticket Sellers & Takers,	\$11.00	\$8.00	\$8.00
2169			
2170 Official for “down			
2171 box” and the “chain			
2172 gang”	\$15.00	\$9.00	\$9.00
2173			
2174 Scorekeepers	\$11.00	\$7.00	\$7.00
2175			
2176 <b><u>Basketball Games-Boys&amp; Girls</u></b>			
2177 Ticket Sellers & Takers	\$15.00(west-Vars.-J.V.)		\$8.00
2178	\$13.00(east-Vars.-J.V.)		
2179			
2180 Scorers/Timekeepers	\$15.00	\$9.00	\$9.00
2181			
2182 <b><u>Gymnastics &amp; Wrestling</u></b>			
2183 Ticket Sellers/Takers	\$10.50(Vars.-J.V.)		
2184			
2185 Scorers/Timekeepers	\$8.00	\$8.00	\$8.00
2186			
2187 <b><u>Hockey</u></b>			
2188 Ticket Sellers/Takers	\$11.00		
2189 Scorers/Timekeepers	\$11.00		
2190 Goal Judges	\$6.00		
2191			
2192 <b><u>Volleyball-Girls</u></b>			
2193 Ticket Sellers/Takers	\$10.50 / night (Var/JV/Frosh)		
2194 Single match only			\$8.00
2195 Scorers, Varsity	\$11.00		
2196 Scorers, J.V.		\$8.00	
2197 Scorers, Fr.			\$8.00

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**Department Heads**

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

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

The qualifications for department heads shall be as follows:

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

**Drivers Education**

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

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**Miscellaneous**

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

**APPENDIX D**

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

**A. September**

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

**B. October**

- 1. Begin classroom observations of teachers.
- 2. Begin recording progress of teachers.
  - a. Observation reports.
  - b. Anecdotal records.

**C. November**

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

- 2343 D. December  
2344  
2345 1. Same as November.  
2346 2. Remember to maintain good communication with each probationary teacher  
2347 regarding progress.  
2348
- 2349 E. January  
2350  
2351 1. Summarize first-semester progress in writing and add to personnel folder.  
2352 2. Make notes where evidence exists that teachers are doing a good job.  
2353 3. Where evidence exists that teachers are not measuring up to your expectations.  
2354  
2355 a. Tell them so, again in writing, but also in a personal conference.  
2356 b. Advise the personnel office in writing.  
2357
- 2358 F. February  
2359  
2360 1. Continue program of previous months for most teachers.  
2361 2. In late February, review all file materials on each probationary teacher.  
2362 3. Schedule "Evaluation Review" conferences with probationary teachers where  
2363 necessary.  
2364
- 2365 G. March  
2366  
2367 1. FIRST WEEK OF MARCH: Complete evaluation forms and recommendations  
2368 for each probationary teacher. Hold the "Evaluation Review" conferences with  
2369 each. Remember: Rate each probationary teacher in comparison to his training  
2370 and experience.  
2371 2. END OF FIRST WEEK: Send signed teacher evaluation to personnel office.  
2372 Retain one copy for each teacher in personnel folder.  
2373 3. BEGINNING OF SECOND WEEK: Recommendations for each probationary  
2374 teacher are due in the personnel office.  
2375 4. MARCH 10<sup>TH</sup> OR 11<sup>TH</sup>: Director of Personnel is to hold a conference in each  
2376 case where a teacher is not recommended for tenure.  
2377 5. ABOUT MARCH 18<sup>TH</sup>: Recommendations for the Board of Education  
2378 consideration are typed and duplicated.  
2379 6. ABOUT MARCH 20<sup>TH</sup>: Recommendations are mailed to the Board of Education.  
2380 7. ABOUT MARCH 26<sup>TH</sup>: Action is taken by Board.  
2381
- 2382 H. April  
2383  
2384 1. April 1<sup>st</sup>: Probationary teachers are notified in writing regarding their satisfactory  
2385 or unsatisfactory service.  
2386 2. April 15<sup>th</sup> to May 15<sup>th</sup>: For teachers whose work has not been entirely  
2387 satisfactory: The appropriate person shall develop an Individual Development  
2388 Plan designed to upgrade the performance of each teacher whose work has not  
2389 been satisfactory. The plan is to be in writing and is to be reviewed with the  
2390 teacher.

2391 **APPENDIX E**  
2392 **ADDENDA FOR TWO-WAY INTERACTIVE NETWORK SCHOOL IN THE**  
2393 **DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT**  
2394

2395 The parties agree that if the Interactive Two-way Network is re-instituted, the language of the  
2396 2002-2003 contract shall be applicable.  
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**APPENDIX F**  
**2008-2009 SCHOOL CALENDAR**

2413		
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2415		
2416		
2417		
2418	August 27, 2008	Teacher Work Day/1/2 Prof Dev
2419	August 28, 2008	Teacher Prof. Dev.
2420		
2421	September 2, 2008	First Student Day
2422		
2423	November 26-28	No School – Thanksgiving Recess
2424		
2425	December 22 thru January 2, 2009	No School – Christmas Break
2426		
2427	January 23, 2009	No Classes – Teacher Work Day
2428		
2429	February 13, 2009	No School –In-Service
2430	February 16, 2009	No School – Winter Break
2431		
2432	March 30, 2009 thru April 3, 2009	No School – Spring Break
2433		
2434	April 10, 2009	No School – Good Friday
2435		
2436	May 25, 2009	No School – Memorial Day
2437		
2438	June 9, 2009	Last Day for Students
2439	June 10, 2009	Teacher Work Day
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**APPENDIX G  
Letter of Understanding  
between**

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

**-and-**

**MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT**

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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: \_\_\_\_\_



2507 Its: \_\_\_\_\_

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**APPENDIX H**

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***Letter of Understanding***

2513

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***Between***

2515

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**Escanaba Education Association**

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*And*

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**Escanaba Area Board of Education**

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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.

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This agreement will end June 30, 2004.

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

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\_\_\_\_\_  
David Cannon, EEA PN Chairman

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Matthew Johnson-Reeves, EEA President

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Mary Harrington, President  
Escanaba Area Schools  
Board of Education

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Date