

4723

6/30/2001

**AGREEMENT**

**Between**

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

**and**

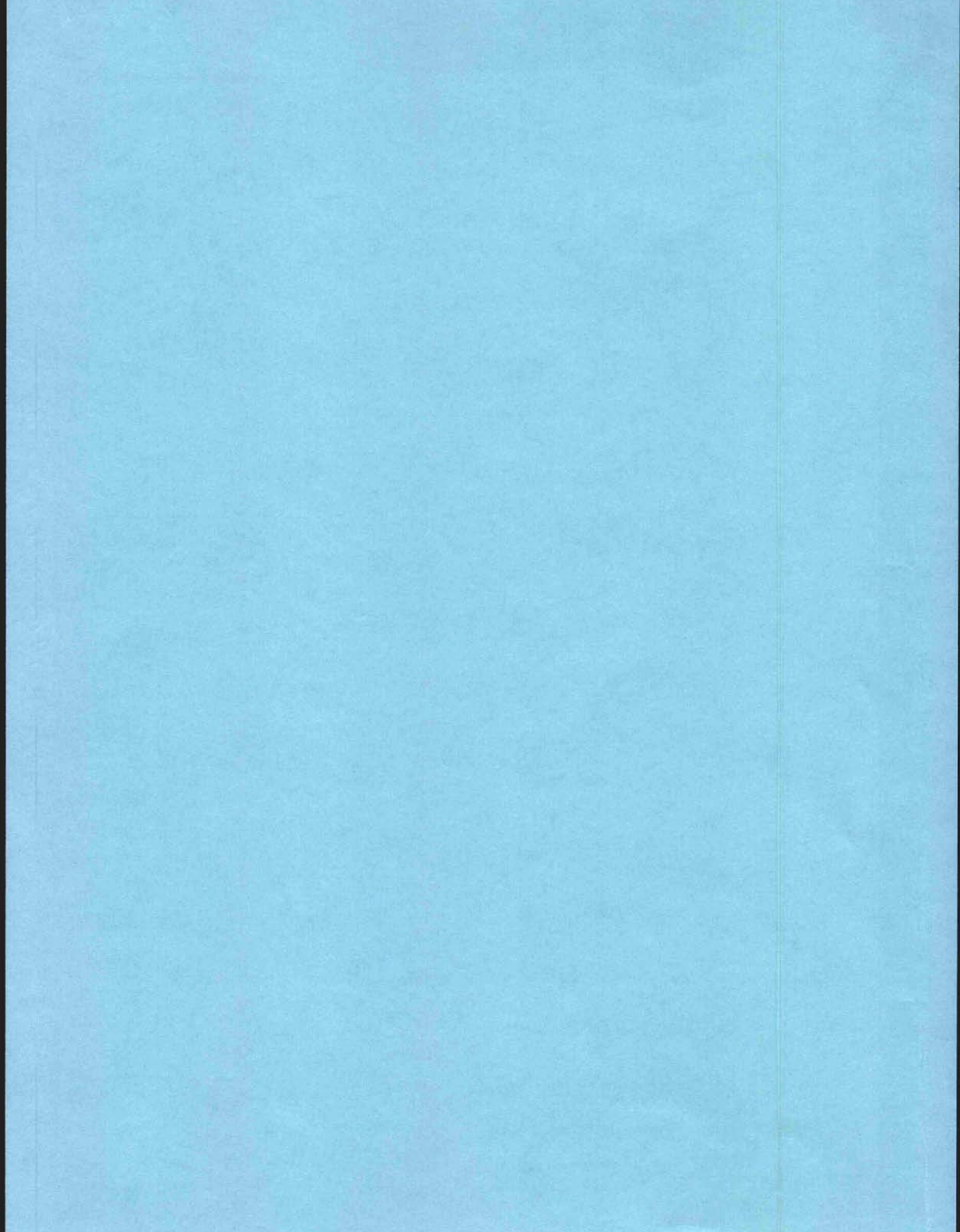
**MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT**

**July 1, 1999**

**through**

**June 30, 2001**

*Escanaba Area Public Schools*



## Table of Contents

Article I – Recognition.....	1
Article IIA – Teacher Rights.....	2
Article IIB – Board Rights.....	3
Article III – Professional Compensation.....	4
Article IV – Teaching Hours.....	4
Article V – Teaching Loads and Assignments.....	7
Article VI – Teaching Conditions.....	8
Article VII – Vacancies, Promotions and Transfers.....	10
Article VIII – Sabbatical Leave.....	12
Article IX – Leave Pay.....	13
Article X – Leaves of Absence.....	15
Article XI – Terminal Leave.....	17
Article XII – Insurance Protection.....	19
Article XIII – Teacher Evaluation.....	21
Article XIV – Protection of Teachers.....	22
Article XV – Negotiation Procedures.....	23
Article XVI – Grievance Procedure.....	24
Article XVII – Miscellaneous Provisions.....	30
Article XVIII – Agency Shop.....	31
Article XIX – Student Teachers.....	33
Article XX – Reduction in Personnel and Recall.....	33
Article XXI – Experimental and Innovative Programs.....	35
Article XXII – School Improvement Program.....	35

Article XXIII – Least Restrictive Environment .....	36
Article XXIV – Adult Education .....	36
Article XXV – Mentor Teachers .....	36
Article XXVI – Duration of Agreement .....	37
Appendix A – Salary Schedule .....	39
Appendix B – Summer School Attendance, Foreign Travel & Extension Courses .....	42
Appendix C – Extra Duty Pay Schedule .....	43
Appendix D – School Calendar.....	49
Appendix E – Calendar for Evaluation of Probationary Teachers.....	50
Appendix F – Sample Sick Leave Charts .....	53
Appendix G – Addenda for Two-Way Interactive Network School in the Delta-Schoolcraft Intermediate School District.....	54
Appendix H – Family Medical Leave Act .....	59
Appendix I – Payroll Resolution.....	63
Appendix J – Election of Retirement and Universal Service Credit Benefits under Article.....	64
Signature Page.....	66

## **AGREEMENT**

This agreement effective as of the 1<sup>st</sup> day of July, 1999, by and between the Board of Education of the Escanaba Area Public Schools, hereinafter "Board", and the Upper Peninsula Education Association - Michigan Education Association, Escanaba District, hereinafter called the "Association".

### **WITNESSETH**

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

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

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

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

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

### **ARTICLE I - RECOGNITION**

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

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to either party hereto rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed to deny to the Board of Education or its designee of the Escanaba Area Public Schools any rights or duties each may have under the Michigan General School Laws or applicable civil service laws and regulations.
- D. The Escanaba Area School District does not discriminate on the basis of race, color, national origin, sex, age or disability or any other category prohibited by law.

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

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board represented by the Association hereunder, shall have the right freely to organize, join and support the Association and other concerted activities for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection to the extent permitted by law. As duly elected bodies exercising governmental power under cover of the law of the State of Michigan, the Board and the Association undertake and agree that each will comply with all of the laws of the State of Michigan now in force or enacted during the period of this agreement.

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

- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, provided that such meetings do not conflict with previously scheduled meetings or activities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Specific bulletin boards, public address systems and telephones within the school system shall be made available to the Association for Association business.
- C. The Board shall furnish to the Association all records available under the Freedom of Information Act upon written request.

- D. Copies of the approved minutes, agendas of regular and special Board meetings, and new or proposed Board Policies after the first reading shall be sent promptly to the President of the Association.
- E. Bargaining unit members shall have access to their personnel file and may review all materials therein, except confidential letters of recommendation requested by the bargaining unit member related to employment application. Bargaining unit members shall receive copies of any materials to be placed in their personnel file and shall be afforded an opportunity to provide written response for inclusion in the file.

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

#### **ARTICLE IIB - BOARD RIGHTS**

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

- A. Direct the affairs of the Employer and to manage and control the school's business, equipment, and operations.
- B. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and schedules of operation, and the means, methods, and processes of carrying on the work.
- C. Direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, make teaching assignments to employees, determine the size of the work force and its organization, responsibilities, and alignments, lay off employees, and determine hours of work.
- D. Adopt rules, regulations, and policies.
- E. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof

and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

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

### **ARTICLE III - PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedules designated 1999-2000, 2000-2001 and 2001-2002 shall remain in effect during the term of this Agreement. Contract negotiations for the school year 2002-03 shall begin no later than April 1, 2002.
- B. The salary schedule is based upon a normal teaching load during normal teaching hours. No additional assignments other than prevailing practices at the time of the adoption of this contract shall be required of teachers.
- C. Teachers shall not be required to report more than one working day prior to the beginning of classes according to the school calendar.
- D. A teacher engaged during the school day in negotiating on behalf of Association with any designated representative of the Board or participating in any professional negotiation, shall be released from regular duties without loss of salary, personal, or sick leave days.
- E. A teacher shall be released from regular duties without loss of salary (or loss of leave days) for any county teachers' conferences or local area workshops, or other conferences as shall be expressly permitted by the Board of Education, or the Superintendent.
- F. The cost for each routine physical exam required of teachers by the Board or by State or Federal programs or laws shall be at the Board's expense.

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

- A. For the 1999-2000 school year the middle school day shall consist of seven (7) "hours" total (5 teaching hours and 2 preparation hours, one of which is for personal preparation and the other for team preparation).

Teacher reporting time:	7:35 a.m.
Advisory period:	7:45 - 8:10 a.m.



First Period:	8:12 - 8:58 a.m.
Second Period:	8:58 - 9:44 a.m.
Third Period:	9:44 - 10:30 a.m.
Fourth Period:	10:30 - 11:16 a.m. (8 <sup>th</sup> grade lunch) 11:16 - 11:46 a.m. (7 <sup>th</sup> grade lunch)
Fifth Period:	11:46 a.m. - 12:32 p.m.
Sixth Period:	12:32 - 1:18 p.m.
Seventh Period:	1:18 - 2:04 p.m.
Teachers Leave:	2:25 p.m.

1. Teachers in the Senior High School shall be assigned six (6) periods per day: 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 1999-2000 school year will be:

Teachers report:	7:30 a.m.
Period 1:	7:45 a.m. - 8:40 a.m.
Period 2:	8:45 a.m. - 9:40 a.m.
Period 3:	9:45 a.m. - 10:40 a.m.
Period 4:	10:45 a.m. - 11:40 a.m.
Lunch:	11:40 a.m. - 12:15 p.m.
Period 5:	12:15 p.m. - 1:10 p.m.
Period 6:	1:15 p.m. - 2:10 p.m.
Teachers leave:	2:25 p.m.

B.

<u>SCHOOL</u>	<u>GRADE</u>	<u>TIME</u>	<u>TEACHER TIME</u>
Lemmer	1-6	8:45 a.m. - 3:05 p.m.	8:30 a.m. - 3:20 p.m.
	Kdg. a.m.	8:45 a.m. - 11:40 a.m.	
	Kdg. p.m.	12:10 p.m. - 3:05 p.m.	
Soo Hill, Ford, River, Franklin Jefferson, Washington	1-6	8:40 a.m. - 3:00 p.m.	8:25 a.m. - 3:15 p.m.
	Kdg. a.m.	8:40 a.m. - 11:50 a.m.	
	Kdg. p.m.	12:05 p.m. - 3:15 p.m.	
Webster, Wells	1-6	8:55 a.m. - 3:15 p.m.	8:20 a.m. - 3:30 p.m.
	Kdg. a.m.	8:55 a.m. - 11:50 p.m.	
	Kdg. p.m.	12:20 p.m. - 3:15 p.m.	

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.

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

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

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

- D. The Board of Education will employ a noon hour supervisor (or supervisors as conditions warrant) in each elementary building to release K-6 teachers during their noon hour period. Secondary teachers (7-12) shall have a scheduled duty-free lunch period in length as currently scheduled.
- E. When a school is closed due to severe weather, or when otherwise prevented by an Act of God, teachers need not report for duty. (Days beyond the two allowed by state law or regulation will be made up.) In the event of an early dismissal of the schools for reasons stated above, teachers will be released 10 minutes after all children have left the building. No teacher will lose a personal day or sick leave day when school is closed due to an inclement weather and/or any Act of God.
- F. The parties agree that all pupils shall receive the number of instructional hours to allow the District to qualify for full state aid. In the event that scheduled days/hours are canceled and need to be made up to qualify for full state aid, the makeup time shall be scheduled at the conclusion of the school year or at an otherwise mutually agreeable time. In the event that the hours/days are no longer required to qualify for state aid, then the hours/days shall not be added.
- G. Elementary teachers will have one additional preparation period per week for the year 2000-2001 exclusive of time before or after school or during a noon hour. The intent of this article is that the parties will strive to work toward equalizing preparation time between the elementary and secondary buildings by the 2001-2002 school year. The parties recognize that kindergarten preparation time may be proportional.

## ARTICLE V - TEACHING LOADS AND ASSIGNMENTS

- A. The standardized workweek in the senior high school will be 25 teaching periods and five unassigned preparation periods of 55 minutes each. The standardized workweek in the junior high school will be 30 teaching periods and five unassigned preparation periods. The standardized workweek in the elementary schools will be equalized and flexible, dependent on the grade level involved. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association.

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

- B. It is the agreement of the parties that the assignment of teachers shall continue to be the exclusive prerogative of the Superintendent of Schools, subject to the approval of the Board of Education. Insofar as he can do so with the staff available, and in the exercise of his sole discretion, the Superintendent shall assign teachers according to their seniority in this district, within the scope of their teaching certificates, and within the scope of their major or minor fields of study. Once the student demand is known, then the most senior people get the same assignment as they had the previous year, if it still exists.
- C. All teachers shall be notified in writing, not later than July 1, prior to the opening day of school, of specific teaching assignments. No changes shall be made after that date during the duration of the school year unless by written agreement of the teacher or teachers concerned. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in these secondary school grades will be notified (in writing and a copy of such notice sent to the Association) and consulted by their principals as soon as practicable, and prior to June 1. Such changes will be voluntary to the extent possible.
- D. No teacher shall be permitted to teach in any grade or department of the school without a valid Michigan Teaching Certificate, and the Board agrees to hire new employees for teaching positions in accordance with the rules and regulations of the Michigan State Department of Education.
- E. Any documents for required certification submitted to the Administration will be processed and sent out within one week. Teachers who have been certified shall immediately move to the next appropriate salary step retroactive to the beginning of the semester in which qualification requirements were completed, but not more than one academic year of retroactivity.

## ARTICLE VI - TEACHING CONDITIONS

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

- A. The Escanaba Area Board of Education recognizes the educational soundness of providing a pupil-teacher ratio of one teacher to 25 pupils in grades K-3 and one teacher to 32 pupils in grades 4-6. Efforts shall be made to enroll an equitable number of students in all sections of classes that are the same within a building or the District.
- B. A teacher, who believes that in his professional judgment a teacher overload condition, as defined herein exists, shall have the right to submit a written request to the building administrator to remedy the condition. The request shall include the reasons why, in his professional judgment, a teacher overload condition exists. "Teacher overload" is defined as the assignment of pupils to any teacher, which in his professional judgment is in excess of A., above, is excessive and detrimental to his effectiveness as a teacher and poses danger to the safety and well-being of other students.

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

- Individual class size.
- Combined student load.
- Number of preparations.
- Number of assignments.
- Planning and preparation time.
- Nature of the learning activities.
- Professional or paraprofessional assistance.
- Teaching equipment and materials.
- Building space and facilities.
- Nature of students.
- Nature of course content.
- Safety of students and staff.

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

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

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

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

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

- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. A joint teacher and administrative committee will confer from time to time for the purpose of improving the selection and use of such educational tools, and will make recommendations for consideration by the Board. The Board agrees at all times to keep the schools reasonable and properly equipped and maintained.
- E. The Board shall attempt to make available during the school day in each school adequate lunch room, restrooms and lounge facilities exclusively for teacher use and at least one room appropriately furnished.
- F. In schools where continuous cafeteria service for teachers is not available, vending machines for beverages, candy, gum, etc. will be installed at the request of the Association building representative, the location to be determined by the building principal.
- G. Telephone facilities shall be made available to teachers for reasonable use, subject to control by the building principal. All long distance calls shall be properly logged and arrangements made for compensation of any phone calls which shall be chargeable to the number involved.
- H. Adequate parking facilities shall be made available for teachers and shall be reserved for their exclusive use and to the extent it is practicable.
- I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided, however, that any private or personal conduct which becomes public, or a matter of reputation, and adversely affects either the teacher, the schools or the children, shall be an appropriate concern for the attention of the Board and Association.

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

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

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

An involuntary transfer will be made in the best interest of education. The affected teacher shall be notified promptly and in writing of the reasons for the transfer and a copy sent to the Association. If the teacher objects, he shall respond promptly and in writing, stating his reasons for objecting, and may request a conference to discuss the transfer. If a conference is requested, the transfer shall not take place until the conference is held. If the teacher does not prevail, he shall accept the transfer and may lodge a grievance.

Teachers at the Middle School must have at least a minor in one of the subject areas to which they are assigned or to which they are transferred to meet North Central qualifications. Teachers at the Middle School will be granted a period of three years from the date of assignment to be in compliance with this requirement.

- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Board in its reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant and shall post notice of same on a bulletin board in each school.
- D. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Board shall promptly notify the President and post notice of same on a bulletin board in each school building for no less than seven (7) school days before the position is filled. (A vacancy is defined as any assignment left vacant by a

resignation, termination such as for job reasons, death, retirement, voluntary transfer, failure of a person to return from a leave of absence, or any newly created bargaining unit position in the District. For example, at Building A 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> grade and three 4<sup>th</sup> grade assignments. The additional 4<sup>th</sup> grade assignment would be considered a vacancy and therefore posted as such district-wide). Vacancies shall be filled on the basis of service in the District, experience, competency, and qualifications of the applicant, together with any other relevant factors. An applicant with less service in the District shall not be awarded such position unless his or her qualifications are superior as determined by the Board as specified within the posting/job description.

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

- E. Whenever vacancies occur during the normal summer months, the following procedure, in addition to the procedure heretofore outlined, shall be followed:
1. Teachers with specific interest in possible vacancies will notify the Board of their intent in writing during the last regular week of school and shall include a summer address.
  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.

## ARTICLE VIII - SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) years consecutively by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes full time attendance at a college, university, or other educational institution at the graduate or undergraduate level in a course of study related to his or her assignment in this school district, and travel which will improve the teacher's ability to teach.
- B. In order to qualify for such sabbatical leave a teacher must hold a permanent or life teaching certificate.
- C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and will be paid 50% of his full salary plus fringe benefits, provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. The teacher guarantees to the Board that he will return for at least two (2) full years of service following the sabbatical leave. Failing to return for the specified time of service, he shall reimburse the Board his salary and the cost of fringe benefits incurred during his leave.
- D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- E. A teacher returned from sabbatical leave shall be restored at least to his teaching position or to a position of like nature, seniority, status, and pay.
- F. Sabbatical leave may be granted to two (2) teachers during each year of the contract. Teachers requesting this leave shall submit their request in written form to the Board. The final decision shall be made by the Board.
- G. A leave of absence, without pay, benefits and salary advancement, and without loss of seniority, salary placement or sick leave accrued to the date of starting leave shall be granted upon written application made prior to May 1 of the contract year preceding the leave for the purpose of serving as an officer of the Michigan Education Association or the National Education Association. Leave will be granted for one (1) year, and will be granted for one (1) additional year upon written application, provided request is made no later than May 1 of the year of the initial leave. The employee shall notify the Board by May 1 of his year of leave of his intentions to return to employment, or he shall be considered as resigned.



## ARTICLE IX - LEAVE PAY

- A. All teachers absent from duty on account of personal illness, including absences due to maternity, or because of death or illness in the immediate family, shall be allowed full pay for a total of fifteen (15) days in any school year. Such days, to the extent unused, may accumulate to a maximum base figure of 130 days. Once such maximum base figure of 130 days has been reached, any of the 15 days not used as provided for above shall be deleted. (However, a new 15 days shall be allotted to the teacher at the beginning of the next school year, subject to the deletion at the end of such school year if not used.)
- B. During the 1984-85 through 1986-87 school years, teachers could earn incentive sick leave bonus days according to the formula set forth in C. below, if they had achieved the former maximum base figure of 115 days. Accordingly, some teachers have earned from 1 to 6 incentive bonus days. Therefore, some teachers have available 136 maximum days of sick leave for the 1987-88 school year, obtained by adding the former maximum base of 115 plus 15 days allotted for the 1987-88 school year and the 6 incentive bonus days.

All the teachers who attained the maximum base of 115 days at the end of the 1986-87 school year may continue to earn incentive sick leave days as set forth in C. below through the 1989-90 school year if they maintain at least 115 total days of accumulated sick leave at the end of any given school year. However, at the end of this contract, they will continue to earn incentive sick leave days only if they have reached the current maximum base figure of 130 days.

All the other teachers must, as set forth in C. below, reach the current maximum base figure of 130 sick leave days before they can earn incentive sick leave days as set forth in C. below.

- C. Any teacher who has accumulated the maximum base figure of 130 sick leave days (except for those subject to the special provisions of B. above during the life of this agreement) will be credited with an additional two (2) days of sick leave if he/she uses five (5) or less days of sick leave in any one year, and will be credited with one additional sick leave day if 6 to 10 days are used.

Under these provisions, the maximum sick leave days available to any teacher was 136 days in the 1987-88 school year (former maximum base or 115 days accumulated plus 6 incentive bonus days, if earned previously, and 15 additional days for the 1987-88 school year). For the 1990-91 school year, the maximum sick days available for 157 (maximum base days of 130 plus 12 incentive bonus days plus 15 additional days for the 1990-91 school year). For the 1991-92 school year, the maximum sick days available was 159 (maximum base of 130 days plus 14 incentive bonus days plus 15 additional days for the 1991-92 school year). For the 1992-93 school year, the maximum sick days available was 161 days (130 base days plus 16 incentive days plus the 15 for the school year). For the 1993-94 school year, the maximum sick days available was 163 days (130 base days plus 18 incentive days plus 15 for the school

year). For the 1994-95 school year, the maximum sick days available was 165 days (130 base days plus 20 incentive days plus 15 days for the school year).

An additional one or two incentive bonus days were allotted to teachers for both the 1995-96 and 1996-97 school years if earned as set forth above during the previous school year. At the end of the 1996-97 school year, the maximum sick days available are 167 days (130 base plus 22 incentive days plus 15 sick days for the school year). For the 1996-97 school year, the maximum sick days available were 169 days (130 base days plus 24 incentive days plus the 15 sick days for the 1996-97 year).

- D. Any teacher who finishes a given school year with less than the maximum base figure of 130 sick leave days must then achieve the maximum base figure of 130 sick leave days by normal accumulation as set forth in A. above, before they shall be entitled to earn incentive bonus days as provided for in C. above.
- E. Available sick leave shall be used in the following order by a teacher in any given year:
  - 1. First the 15 days allotted for each year shall be used;
  - 2. Next, the accumulated sick days shall be used; and
  - 3. Finally, the incentive bonus days, if any, which the teacher has earned previously shall be used.
- F. A teacher will be given written verification, at the beginning of the school year, of the number of sick leave days available for the school year. A copy of such verification will be given to the Association at the same time, unless the teacher has filed a written objection with the Superintendent in advance.
- G. The term "immediate family" shall include the following: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren.
- H. In addition to the prescribed sick leave, each teacher shall be allowed an additional three (3) days per year, for personal business- death or sickness of more distant relatives not listed above, of friends, of religious observances, or time necessary to conduct personal business impossible to handle outside normal school hours provided notification is given in advance. Teachers shall receive 50% of substitute pay for any personal business days remaining unused at the end of each year.

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

If a person has applied for and been approved the use of personal business day(s) but is forced by extenuating circumstances to use the same day(s) instead of sick leave

according to the master agreement, page 17, Article IX, paragraph A, the employee will be allowed to do so after the fact but only if verification of sick leave is provided (to the Superintendent and EEA President). Verification shall be the responsibility of the employee. In addition, if a person has applied for and been approved the use of a personal business day(s) and in the event school is canceled for any reason, the person shall not have that day(s) charged to his/her personal business day account.

- I. Upon suspected abuse of sick leave, the employee may be subject to progressive discipline by the Superintendent, which may include proof of illness by a physician after one warning.
- J. When sudden illness or emergency occurs which will prevent any teacher from reporting to school, a phone call indicating the reason\* for the absence, in accordance with practice, is all that is needed to arrange for a substitute teacher. The earliest notification possible will be appreciated. All teachers are to notify the central office.

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

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

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

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

- B. Absence from duty for the purpose of attending professional meetings or approved visitation at other schools, or court appearances as a witness or serving jury duty\*, or civic responsibilities, i.e., those duties applicable to elected or appointed positions at the local, state, or national level, such absences shall not be charged against one's accumulated sick leave, nor personal business leave, and shall be so compensated for at full pay. Such absences from duty, other than those required as a witness or juror, shall be limited to five (5) days for those elected or appointed after September 4, 1984, to 15 days for those elected or appointed prior to that date. The number of such days may be extended at the discretion of the Superintendent following a request for such

an extension. \*Jury duty will be compensated at the differential between jury duty pay and the teacher's daily pay.

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

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

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

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

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a teaching license other than that held by the teacher.
3. Study, and research, or special teaching assignments involving probable advantage to the school system.

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

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

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

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

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

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

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

- H. The representatives of the School District and Association agree that it is their mutual intent and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In doing so, the parties agree that employees requesting leaves of absence, pursuant of the FMLA, who are found eligible therefore, will be required to utilize paid entitlements for which they are otherwise eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

#### **ARTICLE XI - TERMINAL LEAVE**

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

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

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

Retirees shall have the option of taking terminal leave payment at the end of the year in which they retire, or defer payment until after December 31 of the year in which they retire. In either case, terminal leave shall be paid by separate check.

- B. Incentive bonus sick leave days earned during a school year (but not to exceed 136 days total) will be used in A. above to calculate appropriate terminal leave for teachers retiring at the end of the given school year and qualifying for terminal leave under A. above.
- C. Whenever a teacher plans retirement, notification of intent to retire early is to be submitted to the administration no later than March 1 of the year previous to such retirement so that terminal leave pay can be projected and properly budgeted. If such notification is not given, the teacher may be required to forfeit the right to terminal leave pay unless early retirement is necessitated by illness or other emergency. A final decision will be made by a joint committee of the Association and Administration.
- D. Early Retirement Compensation: A teacher who has acquired a minimum of ten (10) years of service in the Escanaba Area School System and who will meet state requirements for retirement by September 1 of the school year may at his or her option request early retirement. Retirement as used in this policy shall mean severance of active employment with the Escanaba Area Public Schools and verification to the Board of an application from the teacher to the Michigan Public Schools Employees' Retirement System for retirement benefits of said retirement system. The affected teacher will notify the Superintendent of Schools of his or her early retirement in writing no later than March 1 prior to the next school year when such retirement will take effect. If a teacher decides to retire after March 1, but before October 31, his or her request for early retirement incentive must be agreed to by both the Board and the Association. Applicants who do not notify the Board by March 1 or obtain the mutual consent of the Board and the Association shall not be eligible for the benefits outlined in this policy.

Qualified retirees shall receive One Hundred Fifty (\$150.00) Dollars per month from the Board, beginning on September 1 of the first school year of their retirement, for a period not to exceed seven (7) years or their 62<sup>nd</sup> birthday, whichever comes first. The first payment shall be made on the appropriate September 1 and subsequent payments shall be made on the first of each month thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty (30) days. A lump sum payment may be elected and will be paid January 1 of each year covering the period of time from September 1 to October 31.

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

In the event of death of the retiree prior to his or her 62<sup>nd</sup> birthday, benefits will be paid to the retiree's spouse, if any, or dependent, if any, as defined by the I.R.S. for the same amount of time as it would had the teacher lived throughout the period.

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

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

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

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

## **ARTICLE XII - INSURANCE PROTECTION**

- A. The Board will provide without cost to the employee MESSA(s) Super Care I (with MESSA Super Care Option Protection) for a 12-month period for the employees entire family; provided, however, that the employee shall pay any and all deductibles required in such insurance plan or coverage. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents.
- B. The Board will provide without cost to the employee dental services provided by Delta Dental, Plan E, with orthodontic rider (0-7), calling for payment up to 80% of dental charges. The Board shall pay any increase in the dental plan premium up to a maximum annual increase of 10% of the previous year's premium, and any increase in excess of 10% shall be paid by each teacher. This plan will include internal and external coordination of benefits.
- C. The Board will provide continuous coverage for MESSA Vision Care Plan 3 each school year at no cost to the employee. This plan will include internal and external coordination of benefits.
- D. The Board shall adopt the necessary resolution and do all those things necessary to provide the Association members a payroll deduction for the right to benefits of any tax

deferred annuity program of any company who agrees to the payroll deduction of the school, and the two enrollment periods.

- E. The Board shall provide a \$75,000 Life Insurance Policy for each Association member for each of the three years under the Master Agreement (provided by MESSA with AD&D Rider). Any bargaining unit member retiring after July 1, 1990, will be entitled to the same Life Insurance benefits, paid by the Board, as the employees covered under this Mater Agreement. Retirees after July 1, 1990 are entitled to same coverage up to the age of 70 paid by the Board.
- F. Each bargaining unit member shall have the right to freeze their sick leave benefits after the designated waiting period for both short term disability and long term disability.
- G. The Board agrees to make available to members and their families long-term health care insurance offered by the Verity Insurance Company. The full cost of this insurance will be paid by the employee. In no case will the Board be liable for payment or other responsibilities that might be incurred other than payroll deduction.
- H. Any claim by an employee as to insurance benefits shall not be the basis of a grievance or subject to arbitration. The Board, by payment of any premium payments required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this Agreement. The failure of an insurance company to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Board, nor shall such failure to be considered a breach by the Board of any obligations or duties under this Agreement.
- I. Annuity. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit member for whom such contributions are made shall retain all nonforfeitable rights and control over the tax-deferred annuity plan.

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

1.	SS	$\$542.24 - 218.12 = 324.12$
2.	ES/EC	$\$524.24 - 488.10 = 54.14$
3.	Full Family	\$524.24

Each teacher may elect to take health insurance and/or options and/or annuity.

- 1. Member only (SS) and 65% of the difference.
- 2. ES/EC and 100% of the difference.
- 3. FF
- 4. 72% of FF if the employee opts to take no health insurance.

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



Hold Harmless Clause With Respect to Annuity Options:

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

**ARTICLE XIII - TEACHER EVALUATION**

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Monitoring or observation of work does not preclude use of substantiated events not personally observed by the administrator.
- B. Each teacher shall have the right upon request to the proper administrative authority to review the contents of his own personnel file pertaining to his work while employed in this school system. Said teacher may also request a representative of the Association to accompany the teacher in such review.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
  - 1. It is the responsibility of the Administrator involved to inform said teacher of his rights pursuant to this paragraph before a witness and said teacher's response verified.
  - 2. No special limitations shall be placed upon investigating, presenting, and interpreting facts and ideas relative to the specific charge.
- D. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause and be provided with an opportunity for a hearing before the Board. Any such discipline, reprimand or reduction in rank or compensation shall be subject to the professional grievance procedure hereinafter set forth. This section shall not apply to non renewal of probationary teachers.
- E. In the case of the necessity to reprimand, warn or discipline any teacher, such reprimand, warning, or disciplining shall be reduced to written form, the original to go to

the teacher, and a copy to the personnel file in the superintendent's office. Teachers will be requested to sign said document to indicate their cognizance of having seen and read the document. No interpretation of agreement or non-agreement is intended. Teachers will be granted an opportunity to comment on the form and have the administrator sign the document. Disposition of the file will be noted.

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

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

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

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

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

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

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

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

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

- D. After suitable investigation the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not involving personal negligence on the part of the teacher. The Board will not substitute its responsibility for parental responsibility.

If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board at a designated hospital unless covered by Workers' Compensation. Time lost under such circumstance will not be charged against teacher's sick leave.

- E. Affected teachers will be notified in advance if possible where appropriate and consistent with state or federal law, of a student's serious or chronic communicable disease. The Board shall provide in-service training in hygienic practices and management to teachers coming into contact with students having such communicable diseases.
- F. Employees with drug or alcohol problems are encouraged to seek rehabilitation before such conditions adversely affect their employment. An employee shall not be disciplined merely for seeking treatment. The parties recognize that alcoholism is an illness to the extent defined by law.
- G. The Board and the teachers agree to comply with state law and Board policy as it relates to corporal punishment of students. Teachers will be provided copies of the corporal punishment policy during the first week of school. All teachers will be allowed input with regards to alternatives to corporal punishment. A teacher may use reasonable force, as allowed by law, he deems necessary to protect himself and others from harm.

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

- A. It is agreed that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing

necessary information and otherwise constructively considering and resolving any such matters.

- B. In the event the salary schedule is reopened for negotiation by either party, as provided in Appendix A, Salary Schedule paragraph 2 of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least by March 1<sup>st</sup>, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.

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

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation procedures of the Michigan Employment Relations Commission, or take any other lawful means.
- E. During the first two weeks of each school quarter, the Association Professional Negotiating Committee and the Administrative Staff, together with a member of the Board of Education or its designee shall meet to discuss the administration of this Agreement and any problems under it which either party believes exist or may occur in the operation of the School District. The Superintendent of Schools or the chairman of the Professional Negotiating Committee shall be responsible for calling this meeting. An agenda shall be prepared by the parties covering the subjects to be discussed at least one week prior to the meetings.

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

- A. Definition of Grievance: A "grievance" is an alleged violation of the terms and provisions of this Agreement, including questions of interpretation of application of the terms and provisions of this Agreement, subject to the exceptions set forth below.
- B. Time Limitations: All time limitations herein shall consist of school days, and such limits may be extended only upon mutual written consent of the parties. It is understood and agreed that the time limitations herein set forth shall be considered as substantive, and failure to conform to such limitations shall mean default by the party failing to conform.

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

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

3. Step Three. If the alleged grievance is not settled at Step Two, it may be referred in writing to the Secretary of the Board of Education within five (5) days after the answer by the Superintendent in Step Two. Such grievance shall state with specificity and in detail the nature of the grievance, including referenced to the provisions of the Master Agreement claimed to have been violated or misinterpreted. The Board, or a committee thereof, shall hold a hearing or otherwise investigate the grievance or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views to the Board or committee at this step. The Board, or a committee thereof, shall render a decision on the grievance and present it, in writing, to the Association within fifteen (15) days after the matter was referred to the Board of Education, as therein provided.
  
4. Step Four. If the grievance is not settled at Step Three, the matter may be referred to arbitration by the Association or the Board. Notice to refer the matter to arbitration must be given to the Board within ten (10) days from the date of the Board's written decision at Step Three. Within five (5) days after the request for arbitration has been served upon the Secretary of the Board of Education, a committee of the Board, or its designated representative, and a committee of the Association, or its designated representative, shall meet and make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within a five (5) day period, the party seeking arbitration shall file a request with the American Arbitration Association for submission of a list of qualified arbitrators to the parties. The arbitrator shall then be selected according to the rules of the American Arbitration Association. The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association, except as expressly modified by rule of the arbitrator. The arbitrator's decision shall be submitted in writing, and shall set forth his finding and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Escanaba Area Public Schools, the Upper Peninsula Education Association, and the employees involved.

The arbitrator has no authority except to pass upon alleged violations of the provisions of this Agreement, and to determine disputes involving the application

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

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

E. Subjects Excluded From Grievance Procedure:

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

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

F. Class Grievance:

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

Two of the grievance procedure. Such grievance shall be designated as a "class grievance" and the class affected shall be designated.

G. Documentation:

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

H. General Provisions:

In the event a grievance is filed on or after June 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 made available to records of all information necessary to a determination and processing of a grievance, and teachers' personnel files shall be examined by the Association only upon prior written approval of the teacher affected submitted to the Superintendent of Schools.

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

I. Rights of Teachers to Representation:

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

J. Miscellaneous:

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

given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

### **ARTICLE XVII - MISCELLANEOUS**

- A. No polygraph or lie detector device shall be used in any investigation of any teacher without his consent.
- B. To fulfill state requirements, professional development days for teachers may be held on scheduled instruction days, non-session days, or Saturdays which are not part of holiday weekends (including the Deer Day if November 15<sup>th</sup> falls on a Friday or Monday).

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

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

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

- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall, likewise, supersede any contrary or inconsistent terms contained in any individual teacher contracts then in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement of any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- F. Teachers of the school district may accept work outside the school system but not during school hours, provided such work does not in any way interfere with the performance of the teacher's school duties; provided such work does not conflict with school activities; in accordance with existing policies and practices.
- G. Payroll deductions are available upon request for any of the following reasons:
  - 1. For savings or payment of loans to the Delta County Teachers' Credit Union.
  - 2. For a tax sheltered annuity program as agreed upon by the Association.

3. Any other authorized deductions that have previously existed at the time of the adoption of this contract.
- H. School will be closed on Monday or Friday following the opening of the deer hunting season.
- I. Teachers may designate their bi-weekly pay checks be issued in 20 payments, 26 payments throughout the calendar year, or 20 payments with a lump sum on the last working day.
- J. Hepatitis B vaccinations, if required, shall be paid for by the Board.

### **ARTICLE XVIII - AGENCY SHOP**

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments to the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1<sup>st</sup> and prior to September 15<sup>th</sup> of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board. Annual authorizations are required for political contributions.
- B. Annual deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. One half of local dues, plus assessments, shall be paid to the Association Treasurer on the second payday in January with the balance to be paid on the first payday in May.
- C. Under no circumstances shall the Board be held responsible for anything other than the transfer of authorized dues payments. In the event of a teacher's non-payment of dues, the Board shall be held harmless for the assessment and collection of such dues, and the imposition of any penalties arising from the non-payment. Such representation of the Board shall be undertaken by Association counsel reasonably acceptable to the Board.
- D. Each bargaining unit member, shall as a condition of employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee annually, effective January 1 through December 31. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.2777(7) and at the request of the Association,

deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure below. Such monies shall be remitted to the Association or its designee no later than twenty (20) days following deduction. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effectuated.
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.
9. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to the non-members along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that this procedure in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
10. The Association shall certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. Further, the Association agrees to timely notify the District in the event a court order is entered restraining the Association from implementing its policy regarding objections to political-ideological expenditures. If as a result of notice that such an order has been entered, the District intends to suspend involuntary wage deductions under this Article, it shall give timely notice to the Association.

#### **ARTICLE XIX - STUDENT TEACHERS**

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

## ARTICLE XX - REDUCTION IN PERSONNEL AND RECALL

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

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

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

- B. The Board and the Professional Negotiations Committee agree that lay-offs will occur in the inverse order of seniority as defined in C. below, always provided that the remaining teachers are certified to teach in the remaining positions. All positions held by a pink-slipped people shall be posted provided that they are still available as of June 1<sup>st</sup>.
- C. Seniority shall be determined by using the following criteria as listed in order of priority.
1. Length of service in Escanaba Area Public Schools;
  2. Length of service in department or grade level;
  3. Professional qualifications and certifications;
  4. Experience in subject or grade level in the last ten (10) years.
- D. The Board shall prepare a seniority list by grade and subject area and transmit same to the Association on or before October 1 of each contract year. A lottery (drawing of names) shall be instituted for those bargaining unit members hired with the same first date of employment. Association and administration representatives and the employees involved may be present at the lottery. Individuals who are hired to fill additional sections or classes on a semester to semester basis shall not accrue seniority for work in such positions. Within ten (10) days after posting of the seniority list, any objections to the list shall be forwarded. Thereafter, the list shall be final and conclusive for that year.
- E. Teachers who are laid off shall suffer no loss of sick leave benefits or seniority accrued for that contract year.
- F. Teachers who are laid off during a contract year shall be considered having completed the contract year for purposes of placement on the salary scale. No salary scale advancement shall be granted if recalled during the same contract year.
- G. Recall to employment shall be in the inverse order of lay-off, as determined by the program(s) offered by the Board.
- H. Upon recall, all accrued benefits in Escanaba shall be restored to the employee.

- I. Employees shall be notified of recall by registered letter and shall have fifteen (15) calendar days to respond. If he does not respond by that time, he shall be considered resigned.
- J. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless the teacher shall have been notified by the day after the third Monday of May.
- K. The Board shall not subcontract teaching assignments to an Intermediate School District which would cause reduction of staff if enrollment in the given courses is deemed adequate by the Board.
- L. After a bargaining unit member has been on layoff for at least three (3) years or a period set forth in the Tenure Act, whichever is greater, the Board may remove such individual's name from the seniority list and shall have no obligation to recall such individual.

#### **ARTICLE XXI - EXPERIMENTAL AND INNOVATIVE PROGRAMS**

- A. The Board shall provide for the Upper Peninsula Education Association-Michigan Education Association involvement in new or innovative programs from planning through evaluation stages.
- B. School Crisis Response Team.
  - 1. Participation at any level will be totally voluntary, with the exception of any employee whose duties are directly related to those of the team.
  - 2. Any training, materials, or instruction will be provided by the Board as necessary.
  - 3. Teacher volunteers, including those teachers while out of their assigned room in reacting to the crisis, will be indemnified for any liability resulting from their participation on the team, or substituting for a team member, except in cases of gross negligence or willful misconduct.

#### **ARTICLE XXII - SCHOOL IMPROVEMENT PROGRAM**

- A. In the event that the Board of Education studies and implements a school improvement plan, no part of such a plan will be implemented if it violates, contradicts, or is inconsistent with the terms and provisions of this Agreement.
- B. The superintendent or designee shall submit a progress report on SIP to the EEA at the second and fourth quarterly conference.

- C.
  - 1. Participation in the School Improvement Program is to be voluntary at all levels. No assignments or committee responsibilities will be established or directed without the teacher's consent.
  - 2. Non-participating teachers will in no way be subject to discrimination for failure to participate.
  - 3. Each new school year the School Improvement Program Committee should be encouraged to change to bring about new leadership and ideas.

### **ARTICLE XXIII - LEAST RESTRICTIVE ENVIRONMENT**

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

### **ARTICLE XXIV - ADULT EDUCATION**

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

### **ARTICLE XXV - MENTOR TEACHERS**

- 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.

## **ARTICLE XXVI - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1999, and shall continue in effect for two years until June 30, 2001 except, if by the commencement of school in September 2001, 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.

## 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:
- 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, 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.

Salary Table

61		at	2.00%					
62	1999/2000		D	E	F	G	H	
63	Yrs.							
64	Exp	Index	BA	BA PC	MA	MA15	MA30	
65	1	1	\$30,418.87	\$31,404.08	\$32,389.34	\$33,374.55	\$34,359.78	
66	2	1.03	\$31,331.43	\$32,346.20	\$33,361.02	\$34,375.79	\$35,390.57	
67	3	1.06	\$32,244.00	\$33,288.33	\$34,332.70	\$35,377.03	\$36,421.37	
68	4	1.09	\$33,156.57	\$34,230.45	\$35,304.38	\$36,378.26	\$37,452.16	
69	5	1.14	\$34,677.51	\$35,800.65	\$36,923.85	\$38,046.99	\$39,170.15	
70	6	1.19	\$36,198.45	\$37,370.86	\$38,543.31	\$39,715.72	\$40,888.14	
71	7	1.24	\$37,719.40	\$38,941.06	\$40,162.78	\$41,384.45	\$42,606.13	
72	8	1.3	\$39,544.53	\$40,825.31	\$42,106.14	\$43,386.92	\$44,667.71	
73	9	1.365	\$41,521.75	\$42,866.57	\$44,211.45	\$45,556.27	\$46,901.10	
74	10	1.43	\$43,498.98	\$44,907.84	\$46,316.76	\$47,725.61	\$49,134.48	
75	11	1.5	\$45,628.30	\$47,106.12	\$48,584.01	\$50,061.83	\$51,539.67	
76	12	1.57	\$47,757.62	\$49,304.41	\$50,851.26	\$52,398.05	\$53,944.85	
77	13	1.64	\$49,886.94	\$51,502.69	\$53,118.52	\$54,734.27	\$56,350.04	
78	16	1.71	\$52,016.26	\$53,700.98	\$55,385.77	\$57,070.49	\$58,755.22	
79	19	1.74	\$52,928.83	\$54,643.10	\$56,357.45	\$58,071.72	\$59,786.01	
80	22	1.76	\$53,537.21	\$55,271.18	\$57,005.24	\$58,739.21	\$60,473.21	
81	25	1.785	\$54,297.68	\$56,056.29	\$57,814.97	\$59,573.58	\$61,332.20	
82	28	1.82	\$55,362.34	\$57,155.43	\$58,948.60	\$60,741.69	\$62,534.80	

Salary Table

117	2000/2001		D	E	F	G	H
118	Yrs.						
119	Exp	Index	BA	BA PC	MA	MA15	MA30
120	1	1	\$31,027.24	\$32,032.16	\$33,037.13	\$34,042.04	\$35,046.97
121	2	1.03	\$31,958.06	\$32,993.13	\$34,028.24	\$35,063.31	\$36,098.38
122	3	1.06	\$32,888.88	\$33,954.09	\$35,019.35	\$36,084.57	\$37,149.79
123	4	1.09	\$33,819.70	\$34,915.06	\$36,010.47	\$37,105.83	\$38,201.20
124	5	1.14	\$35,371.06	\$36,516.67	\$37,662.32	\$38,807.93	\$39,953.55
125	6	1.19	\$36,922.42	\$38,118.27	\$39,314.18	\$40,510.03	\$41,705.90
126	7	1.24	\$38,473.78	\$39,719.88	\$40,966.04	\$42,212.14	\$43,458.25
127	8	1.3	\$40,335.42	\$41,641.81	\$42,948.26	\$44,254.66	\$45,561.07
128	9	1.365	\$42,352.19	\$43,723.90	\$45,095.68	\$46,467.39	\$47,839.12
129	10	1.43	\$44,368.96	\$45,805.99	\$47,243.09	\$48,680.12	\$50,117.17
130	11	1.5	\$46,540.87	\$48,048.24	\$49,555.69	\$51,063.07	\$52,570.46
131	12	1.57	\$48,712.77	\$50,290.50	\$51,868.29	\$53,446.01	\$55,023.75
132	13	1.64	\$50,884.68	\$52,532.75	\$54,180.89	\$55,828.95	\$57,477.04
133	16	1.71	\$53,056.59	\$54,775.00	\$56,493.49	\$58,211.90	\$59,930.33
134	19	1.74	\$53,987.41	\$55,735.96	\$57,484.60	\$59,233.16	\$60,981.74
135	22	1.76	\$54,607.95	\$56,376.61	\$58,145.34	\$59,914.00	\$61,682.67
136	25	1.785	\$55,383.63	\$57,177.41	\$58,971.27	\$60,765.05	\$62,558.85
137	28	1.82	\$56,469.59	\$58,298.54	\$60,127.57	\$61,956.52	\$63,785.49

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

- 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 any such credits. 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.



# ESCANABA AREA PUBLIC SCHOOLS

111 North 5th Street  
Escanaba, MI 49829

Superintendent (906) 786-5411  
Business (906) 786-5412  
FAX (906) 786-0106

*February 11, 2000*

*TO: All Administrators*

*FR: Tom Smith, Supt*

*RE: Page 43 of the EEA Master Agreement*

*Page 43 of the Master Agreement has been retyped to include the sentence that was previously omitted (last paragraph). Please place the corrected copy in your master agreement.*

*Attachment*

*cc: Judy Haslow/Cathy Olson  
Marlene Valley*

*Equal Opportunity Employer*

*The Escanaba Area Public School District does not discriminate on the basis of race, color, national origin, sex, age or disability.*



## Appendix C - Extra Duty Pay Schedule

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.

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

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

<u>Extra Duty</u>	<u>Percentage</u>
Football:	
Jr. High Head Coach	4
Jr. High Asst. Coach	3
*9 <sup>th</sup> Gr. Head Coach	6
*9 <sup>th</sup> Gr. Asst. Coach	5
*J.V. Head Coach	7



## APPENDIX C - EXTRA DUTY PAY SCHEDULE

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.

<u>Extra Duty</u>	<u>Percentage</u>
Football:	
Jr. High Head Coach	4
Jr. High Asst. Coach	3
*9th Gr. Head Coach	6
*9th Gr. Asst. Coach	5
*J.V. Head Coach	7

	*J.V. Asst. Coach	6
	*Varsity Head Coach	10
	*Varsity Asst. Coach	7
	*Cheerleader Head Coach	4
	*Cheerleader Asst. Coach	2
Wrestling:	Head Coach	10
	Asst. Coach	7
Gymnastics:	Head Coach	10
	Asst. Coach	7
Basketball-Boys:	7 <sup>th</sup> Grade	4
	8 <sup>th</sup> Grade	4
	9 <sup>th</sup> Grade	6
	J.V. Coach	7
	Varsity Head Coach	10
	*Cheerleader Head Coach	4
	*Cheerleader Asst. Coach	2
Basketball-Girls:	7 <sup>th</sup> Grade	4
	8 <sup>th</sup> Grade	4
	*Freshman	6
	*J.V. Coach	7
	*Varsity Head Coach	10
Tennis:	Head Coach-Boys	6
	*Head Coach-Girls	6
Golf-Boys/Girls:	Head Coach	6
Track:	Jr. High Head Coach	3
	Jr. High Asst. Coach	2.5
	Sr. High Head Coach	6
	Sr. High Asst. Coach	5
	*Sr. High Cross Country	6
	*Sr. High Asst. Cross Country	4.5
Hockey:	Varsity Head Coach	10
	Varsity Asst. Coach	7
Volleyball-Girls:	Varsity Head Coach	10
	J.V. Coach	7
Girls Softball:	Varsity Head Coach	6
	Asst. Varsity Coach	5

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

Music:	Jr. High Band	5.5
	Elementary Honor Band	1.5
	Sr. High Band	7.5
	Jr. High Orchestra	2
	Sr. High Orchestra	3
	Elementary Orchestra	1.5
	Marching Band	4
	Flag Corp	2
	Sr. High Vocal Music	5
	Musical-Director of Music	4
	Musical-Director of Drama	4
Secondary Jazz Band	2.5	
Class Advisors:	9 <sup>th</sup> Grade	2
	10 <sup>th</sup> Grade	2
	11 <sup>th</sup> Grade	3
	12 <sup>th</sup> Grade	3
Clubs:	Chess Club	3.5
	National Honor	
	Society Chairperson	1.5
	"E" Club	2.5
	Key Club	4
	Ski Club	4
All Other Jr. High:	Drama	2
	Student Council	2.5
	Cheerleaders	2
	Yearbook	2
	Girls Intramural Volleyball	1
	Intramural Basketball	1
	Intramural Wrestling	1
All Other Sr. High:	Ticket Manager	6
	Escanaban	4.5
	Yearbook Advisor	5.5
	Bookstore	3.5
	H.S. Quiz Bowl	2
	Dramatics	4
	Forensics	2.5

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

8. Pay for employees working at athletic events:

<b><u>Football Games</u></b>	<b><u>Varsity</u></b>	<b><u>Junior Varsity</u></b>	<b><u>Freshmen</u></b>
Ticket Sellers & Takers, Fence & Grandstand Attendants	\$11.00	\$8.00	\$8.00
Official for "down box" and the "chain gang"	\$15.00	\$9.00	\$9.00
Scorekeepers	\$11.00	\$7.00	\$7.00
<b><u>Basketball Games-Boys</u></b>			
Ticket Sellers & Takers	\$15.00	(west-Vars.-J.V.)	\$8.00
	\$13.00	(east-Vars.-J.V.)	
Doorkeepers	\$13.00	(Vars.-J.V.)	\$9.00
Scorers/Timekeepers	\$15.00	\$9.00	\$9.00
<b><u>Basketball Games-Girls, Gymnastics &amp; Wrestling</u></b>			
Ticket Sellers/Takers	\$10.50	(Vars.-J.V.)	
Scorers/Timekeepers	\$8.00	\$8.00	\$8.00
<b><u>Hockey</u></b>			
Ticket Sellers/Takers	\$11.00		
Scorers/Timekeepers	\$11.00		
Goal Judges	\$6.00		
<b><u>Volleyball-Girls</u></b>			
Ticket Sellers/Takers	none		
Scorers, Varsity	\$11.00		
Scorers, J.V.	\$8.00		

**Department Heads**

Department heads will be paid at the following percentages of the base pay: 1999-2000 Base \$\_\_\_\_\_ ; 2000-2001 Base \$\_\_\_\_\_.

- |    |                                    |      |
|----|------------------------------------|------|
| 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 instructors will continue to receive their pro-rated pay for the classroom portion. They shall be paid the following for behind the wheel:

<b>Years of Experience</b>	<b>Rate of Pay</b>
1	\$10.00 per hour
2	\$10.75 per hour
3	\$11.50 per hour
4	\$12.25 per hour
5	\$13.00 per hour
10	\$13.50 per hour
20	\$14.00 per hour
25	\$14.50 per hour

- 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. Wages, hours, and working conditions for new extra duty assignments created by the Board shall be subject to negotiations with the Association.

## APPENDIX D

### K-12 General School Calendar for 1999/2000 School Year

#### SEMESTER 1 1999/2000

##### Marking Period 1

		Days
08/25/99	Teachers	
8/26/99 - 8/27/99	Students	2.00
8/30/99 - 9/3/99	Students	5.00
09/06/99	Labor Day	
9/7/99 - 9/10/99	Students	4.00
9/13/99 - 9/17/99	Students	5.00
9/20/99 - 9/24/99	Students	5.00
9/27/99 - 10/1/99	Students	5.00
10/4/99 - 10/8/99	Students	5.00
10/11/99 - 10/15/99	Students	5.00
10/18/99 - 10/22/99	Students	5.00
10/25/99 - 10/29/99	Students	5.00

46.00

##### Marking Period 2

11/1/99 - 11/5/99	Students	5.00
11/8/99 - 11/12/99	Students	5.00
11/15/99	Deer Day	
11/16/99 - 11/19/99	Students	4.00
11/22/99 & 11/23/99	Students	2.00
11/24/99 - 11/26/99	Thanksgiving Recess	
11/29/99 - 12/3/99	Students	5.00
12/6/99 - 12/10/99	Students	5.00
12/13/99 - 12/17/99	Students	5.00
12/20/99 - 12/22/99	Students	3.00
12/23/99 - 12/24/99	Christmas Break	
12/27/99 - 12/31/99	Christmas Break	
1/3/2000-1/7/2000	Students	5.00
1/10/2000 - 1/14/2000	Students	5.00
1/17/2000 - 1/20/2000	Students	4.00
01/21/00	Teacher Work Day	

48.00

#### SEMESTER 11 1999/2000

##### Marking Period 3

		Days
1/24/2000 - 1/28/2000	Students	5.00
1/31/2000 - 2/4/2000	Students	5.00
2/7/2000 - 2/11/2000	Students	5.00
2/14/2000 - 2/18/2000	Students	5.00
02/21/00	Presidents' Day	
2/22/2000 - 2/25/2000	Students	4.00
2/28/2000 - 3/3/2000	Students	5.00
3/6/2000 - 3/10/2000	Students	5.00
3/13/2000 - 3/17/2000	Students	5.00
3/20/2000 - 3/24/2000	Students	5.00

44.00

##### Marking Period 4

3/27/2000 - 3/31/2000	Spring Break	
4/3/2000 - 4/7/2000	Students	5.00
4/10/2000 - 4/14/2000	Students	5.00
4/17/2000 - 4/20/2000	Students	4.00
04/21/00	Good Friday	
04/24/00	Easter Monday	
4/25/2000 - 4/28/2000	Students	4.00
5/1/2000 - 5/5/2000	Students	5.00
5/8/2000 - 5/12/2000	Students	5.00
5/15/2000 - 5/19/2000	Students	5.00
5/22/2000 - 5/26/2000	Students	5.00
05/29/00	Memorial Day	
5/30/2000 - 6/2/2000	Students	4.00
06/05/00	Teacher Work Day	

42.00

## APPENDIX E

### Calendar for Evaluation of Probationary Teacher,\* (see Explanation)

#### 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.

\*Explanation: \*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.

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.
- D. December
1. Same as November.
  2. Remember to maintain good communication with each probationary teacher regarding progress.
- E. January
1. Summarize first-semester progress in writing and add to personnel folder.
  2. Make notes where evidence exists that teachers are doing a good job.
  3. Where evidence exists that teachers are not measuring up to your expectations.
    - a. Tell them so, again in writing, but also in a personal conference.
    - b. Advise the personnel office in writing.
- F. February
1. Continue program of previous months for most teachers.
  2. In late February, review all file materials on each probationary teacher.
  3. Schedule "Evaluation Review" conferences with probationary teachers where necessary.
- G. March
1. FIRST WEEK OF MARCH: Complete evaluation forms and recommendations for each probationary teacher. Hold the "Evaluation Review" conferences with each. Remember: Rate each probationary teacher in comparison to his training and experience.
  2. END OF FIRST WEEK: Send signed teacher evaluation to personnel office. Retain one copy for each teacher in personnel folder.

3. BEGINNING OF SECOND WEEK: Recommendations for each probationary teacher are due in the personnel office.
4. MARCH 10<sup>TH</sup> OR 11<sup>TH</sup>: Director of Personnel is to hold a conference in each case where a teacher is not recommended for tenure.
5. ABOUT MARCH 18<sup>TH</sup>: Recommendations for the Board of Education consideration are typed and duplicated.
6. ABOUT MARCH 20<sup>TH</sup>: Recommendations are mailed to the Board of Education members.
7. ABOUT MARCH 26<sup>TH</sup>: Action is taken by Board.

H. April

1. April 1<sup>st</sup> : Probationary teachers are notified in writing regarding their satisfactory or unsatisfactory service.

I. April

1. April 15<sup>th</sup> to May 15<sup>th</sup>: For teachers whose work has not been entirely satisfactory: The appropriate person shall develop an Individual Development Plan designed to upgrade the performance of each teacher whose work has not been satisfactory. The plan is to be in writing and is to be reviewed with the teacher.

## APPENDIX F - SAMPLE SICK LEAVE CHARTS

### Sick Leave Key

#### Sick Leave 1999-2000

Name

A. Carryover Days	0.0	
Assigned 1999-00	15.0	
Prior Earned Incentive	0.0	
B. Total or Max.	15.0	
Days Used:	0.0	Personal Leave: 3.0

Balance: 15.0      Balance: 3.0

#### TERMINAL LEAVE 1999-00

C. Available @ 7/1/99	0.0
Unused S/L 1999-00	15.0
D. Earned Incentive	0.0
E. Total @ 6/30/00	15.0

- A. This Category cannot exceed 130 days. Article IX B.
- B. Cannot exceed 175 days in 1999-00.
- C. See A. above.
- D. Earned only if appropriate 130 day base exists at beginning of year.
- E. Cannot exceed 130 days without incentive bonus days or 136 with such bonus days.

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

I. Addenda

- A. This agreement recommended be adopted as part of the local agreement hereinafter referred to as the ITV ADDENDA is entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the MEA/NEA and its representative local unit and \_\_\_\_\_ schools.
- B. The ITV Network is an electronic networking system that provides an alternative instruction delivery system for use of the constituent school districts comprising the DSISD and Bay College. As such, the system is in effect an "educational utility system" operated cooperatively by constituent school district.
- C. Each of the districts participating in the project are individual and autonomous districts each with its own bargaining unit and local collective bargaining agreement. It is evident that any employer-employee relationship remains with each constituent district and local bargaining unit.
- D. The Contract language that follows is to be an addenda to each contract in the DSISD. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and its respective local association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent.
- E. During the life of this Agreement, any party offering K-12 credit courses over ITV during the regular school day shall ratify the ADDENDA. "Regular school day" shall be defined as the daytime K-12 teacher workday of each local constituent school district as determined by its local collective bargaining agreement.

II. Definitions

- A. "Telecommunications" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as the ITV Network.
- B. "Originating Site District" shall be defined as the location/designation in which the responsible teacher is located and wherein the Telecommunication Class is being taught.
- C. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.
- D. "ITV Network" an educational utility, shall be defined as Interactive Television Network.



III. Responsibilities of Originating and Remote Site Districts

- A. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote districts.
- B. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be (regularly) assigned to supervise remote site students during the teacher's preparation period.

IV. WORKING CONDITIONS

A. CLASS SIZE

The parties mutually agree that the purpose of the ITV Network is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25 students per teacher, per class hour), but may increase to 27 with instructor approval.

B. CLASS PREPARATIONS

- 1. A teacher assigned to teach via the ITV Network, shall have a maximum number of preparations including the telecommunications class as defined by the local agreement.
- 2. Originating sites agree that for a teacher acting as a presenter of a telecommunications class(es) (during the regular school day) the teacher shall be paid a stipend of \$550 per semester. For the purpose of this agreement, the issue of stipends shall be in effect until March, 1997 at which time it shall be reviewed according to Article VIII, A.

C. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR FOR K-12 STUDENTS

1. Teachers presenting telecommunications classes which are scheduled outside the regular school day/school year, for which students are not enrolled for credit, shall be compensated at a rate of .0007 x the average BA base for DSISD K-12 bargaining units per hour.
2. Teachers presenting telecommunications classes which are part of the regular school curriculum (on existing schedule) for which students of the regular school day/school year enroll for credit, shall be compensated at a pro-rata amount of their normal daily rate of pay.
3. Teachers presenting telecommunications classes which are scheduled outside the regular school day/school year for remedial course purposes or courses not on the existing schedule, i.e. summer school or astronomy, in which credit may or may not be earned, shall be compensated at the rate of .0007 x the average BA base of DSISD K-12 bargaining units per hour.

D. EQUIPMENT

1. Each participating district shall be responsible for the repair and maintenance of telecommunication classroom equipment at their site(s). Teachers are responsible for reporting malfunctioning equipment to their immediate supervisors.

E. TRAINING

1. Initial and ongoing training in using telecommunications as an alternative educational delivery system shall be made available, at district expense, to teachers who will be presenting telecommunications classes.

F. TEACHER EVALUATION

1. The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means, without teacher approval.

G. MILEAGE

1. Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding ITV shall be reimbursed for their allowable mileage in a manner consistent with their local collective bargaining agreement, or at the current Internal Revenue Service rate if not specified in the local collective bargaining agreement.

V. JOB SECURITY

- A. the intent and purpose of the ITV Network is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- B. It is not the intent and purpose of the ITV Network to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via ITV. Local reduction in personnel language shall prevail if staff reductions are necessary.
- C. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit. Bargaining unit members as used in this agreement shall be defined as those employees of a district organized under the Public Act 379.

VI. SCHEDULING AND ASSIGNMENTS

- A. The ITV Network Program Committee (1 person per site as determined locally) shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The Governance Committee shall make the final determination of course offerings, and site locations on or before April 1 of each year.
- B. On or before May 1 of each year, (December 15 for second semester courses) the employer will post, in each building, a list of classes to be provided via two-way instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. The MEA office will be sent a copy of each posting.
- C. Teachers shall make their interest in teaching such classes known by sending notification of same to the Superintendent or designee in their school district.
- D. Assignments to telecommunications courses shall be made on a yearly or semester basis. Such positions shall be filled on the basis of: 1) certification in

the subject area; 2) demonstrated ability to use the system; 3) seniority in the originating district; and 4) employed by the originating site district.

- E. In the event that no qualified bargaining unit member applies for/accepts a posted position, the district may fill the position as it deems appropriate.

## VII. BROADCAST AND REBROADCAST CONDITIONS

In accepting any assignments to teach telecommunications course, the teacher assigned agrees to and acknowledges the following:

- A. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.
- B. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class.
- C. All instructional presentations broadcast on the network, which teachers are paid to create and produce, may be copyrighted by, and are the property of, the designated originating site district and the instructor.
- D. There will be no rebroadcast of a course after completion and credit has been awarded to current students without instructor consent.

## VIII. ADDENDA REVIEW PROCEDURE

- A. It is agreed that representatives of the Governance Committee and the employee designation team will meet annually on or before March 1 for the purposes of reviewing and if necessary, modifying this ADDENDA.
- B. Inasmuch as the implementation and use of instruction by two-way interactive television in general and the ITV Network specifically is developmental, the parties agree that it may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this addenda and shall be subject to the approval process as outlined in Section 1.E of this ADDENDA.
- C. Either the Association or the DSISD consortium of districts may initiate interim dialogue regarding this ADDENDA by mutual consent that such is desired.

## IX. GRIEVANCE PROCEDURE

- A. The local grievance procedure shall be in effect.

# U.S. Department of Labor Program Highlights



Fact Sheet No. ESA 95-24

## THE FAMILY AND MEDICAL LEAVE ACT OF 1993

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

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

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

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

### EMPLOYER COVERAGE

FMLA applies to all:

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

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

### EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

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

### LEAVE ENTITLEMENT

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

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

(over)

**"Health care provider" means:**

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

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

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

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

any health care provider recognized by the employer or the employer's group health plan benefits manager.

**MAINTENANCE OF HEALTH BENEFITS**

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

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

**JOB RESTORATION**

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

other terms and conditions of employment.

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

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

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

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

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

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

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

**NOTICE AND CERTIFICATION**

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

(over)

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

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

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

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

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

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

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

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

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

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

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

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

(continued on next page)

Employers may also require employees to provide:

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

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

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

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

#### UNLAWFUL ACTS

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

#### ENFORCEMENT

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

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

#### OTHER PROVISIONS

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

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

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

#### FURTHER INFORMATION

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



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

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

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

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

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

This resolution shall have an effective date of \_\_\_\_\_, 199\_\_.

REPORTING UNIT NAME: \_\_\_\_\_(school district)

REPORTING UNIT NUMBER: \_\_\_\_\_

Approved by the Governing Board (school board)

DATE: \_\_\_\_\_

Secretary of the Governing Board (school board)

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

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

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

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

REPORTING UNIT NAME (school district) \_\_\_\_\_ NUMBER \_\_\_\_\_

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

EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE SOCIAL SECURITY NUMBER \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ESCANABA AREA PUBLIC SCHOOLS BOARD OF EDUCATION

Erik P. Bessonon, President  
Judith A. Schwalbach, Vice-President  
Dr. Thomas P. Pfothenauer, Treasurer  
Michael J. DeLany, Secretary  
Gerald C. Anderson, Trustee  
Willard M. Carne, Trustee  
Mary K. Harrington, Trustee

ESCANABA EDUCATION ASSOCIATION

Helen Wyman, President  
James DeGrand, Vice-President  
Greg Libby, Secretary  
Dorothy Doyle, Treasurer

ASSOCIATION NEGOTIATING COMMITTEE

Sandra M. Walker, Uniserv Director  
Dave Cannon, Chairperson  
Karl Dollhopf  
Terry Duval  
Harvey Hoyum  
Stewart Ouwinga  
Helen Wyman

BOARD NEGOTIATING COMMITTEE

Dr. Thomas Smith, Superintendent  
Martha Marcero, School Attorney  
Gerald C. Anderson  
Erik P. Bessonon  
Judith A. Schwalbach

ACCEPTED, ADOPTED AND RATIFIED THIS 18<sup>th</sup> day of October, 1999 to be effective as of July 1, 1999 through June 30, 2001, as provided in Article XXIX

U.P.E.A. - M.E.A.

Helen Wyman  
Dave Cannon  
Steph J. Wylek

BOARD OF EDUCATION

Erik P. Bessonon  
Michael J. DeLany  
Judith A. Schwalbach

