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Master Agreement

Between

Upper Peninsula Education Association-

Michigan Education Association

Escanaba District

and

Board of Education

Escanaba Area Public Schools

Escanaba Area Public Schools

July, 1994 -- June, 1997

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AGREEMENT

This agreement effective as of the 1st day of July, 1994, 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. of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers (except for temporary and sporadic substitutes who are not in the same position over five consecutive days), 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. 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.

C. Within thirty days of the beginning of their employment hereunder, teachers will sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) as delineated on in Article XVIII, B.

D. 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.

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 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 agrees that the Association has the right to examine all public records.

D. Copies of the approved minutes, agendas of regular and special Board meetings shall be sent promptly to the President of the U.P.E.A. - M.E.A.- Escanaba District.

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 1994-95, 1995-96, 1996-97 shall remain in effect during the term of this Agreement. Contract negotiations for the school year 1997-98 shall begin no later than March 1, 1997.

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. Teachers shall be fully paid for those holidays on which school is closed as provided by the school code.

E. A teacher engaged during the school day in negotiating in behalf of the 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.

F. 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.

G. 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. The teacher's normal teaching hours in the Junior High School shall be as follows:

1. Teachers check in no later than 7:50 a.m.
2. Teachers at assigned place of duty not later than 8:00 a.m.
3. Teachers shall leave school no earlier than 2:40 p.m.
4. Any alteration in the school day will result in a corresponding change of the closing time.

5. Teachers in the Senior High School shall be assigned six (6) periods per day: five (5) teaching, one (1) preparation, and duty-free lunch time. Teachers are required to report no later than fifteen (15) minutes prior to the first assigned period and remain fifteen (15) minutes after the last assigned period.

The schedule at the high school will be:

Period	(1)	8:00 - 8:55 a.m.
	(2)	9:00 - 9:55 a.m.
	(3)	10:00 - 10:55 a.m.
	(4)	11:00 - 12:25 p.m. (Includes 1/2 hour for lunch)
'A' Lunch		11:00 - 11:30 a.m.
'B' Lunch		12:00 - 12:30 p.m.
	(5)	12:30 - 1:25 p.m.
	(6)	1:30 - 2:25 p.m.

B. The daily time schedule for starting and ending classes in the elementary schools must be necessarily flexible depending on the grade level of the children involved and whether or not bus children are on the school's enrollment. The starting and ending daily time schedule may be adjusted to accommodate initiation and operation of a hot-lunch program. Such adjustment shall not extend the teachers' working day. The teacher's required hours in the elementary schools shall be as follows:

1. Teachers report to school 1/2 hour before starting time and remain 1/4 hour after dismissal in the afternoon.

2. Teachers staffing the outlying area schools (Ford River, Wells, Soo Hill and Cornell) as well as city schools with bus children should have an equalized day comparable to that of teachers staffing city schools without bus

children enrolled.

3. Bus children K-6 should arrive no sooner than fifteen minutes before the starting time of school; and should be picked up immediately at dismissal time, or personnel will be hired to supervise until busses arrive.

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. The Board will not require teachers regularly to work in excess of 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.

Teachers may decline to participate in or chaperone an activity on a weekend and may decline to chaperone assignment for dances immediately following athletic events.

The Association agrees that teachers will chaperone the Homecoming Dance, Halloween Dance, Valentine Day Dance, Sadie Hawkins Day Dance, and the Senior Prom. The number of teachers assigned or volunteered to chaperone any secondary dance shall not exceed five.

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 inclement 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 inclement weather and/or any Act of God.

F. The Board and the Association shall meet during the 1994-95 school year to discuss the method or methods of providing the minimum number of instructional hours for the 1995-96 and 1996-97 school year for all pupils. All parties shall have full input into the decision making process. The parties agree that all pupils shall receive the number of instructional hours to allow the School District to qualify for full State Aid. If the parties do not agree completely on the method or methods of providing such instructional hours, the revision of the Board on any area of disagreement shall be final.

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, as set forth in Article IV, Section B. 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 senioered 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 June 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 insure 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. If more than 100 students are to be enrolled for study halls, assistance in the form of a second supervisory person shall be given to the teacher in charge. Students sent out of study halls for disciplinary reasons shall not be returned to that study hall during that hour.

Study hall supervision positions may be transferred to MESPA bargaining unit employees. Any positions not so assigned shall remain with the teaching

unit.

C. 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 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:

1. Individual class size
2. Combined student load
3. Number of preparations
4. Number of assignments
5. Planning and preparation time
6. Nature of the learning activities
7. Professional or para-professional assistance
8. Teaching equipment and materials
9. Building space and facilities
10. Nature of students
11. Nature of course content

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 reasonably and properly equipped and maintained.

E. The Board agrees to set up an ad hoc committee composed of representatives of the Board, the superintendent, principals, secondary and

elementary teachers and representatives of the Association to study and recommend ways to eliminate non-professional responsibilities of teachers.

F. The collection of insurance money shall not be required of any teacher at the time of the adoption of this contract.

G. All new or revised policy (in writing clearly and specifically labeled as such) will be presented to all teachers and no policy will be operative until at least fifteen days after such notification.

H. 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, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

I. 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.

J. 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.

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

L. 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.

M. 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 or 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 copy with the Association. The request shall set forth the 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, 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 Junior High 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 Junior High 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 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 3rd grades and two 4th grades. Next year, at Building A there are two 3rd grade and three 4th grade assignments. The additional 4th grade assignment would be considered a vacancy and therefore posted as such

district-wide.) Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. New positions, including supervisory positions, shall be posted with accompanying job descriptions. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior as determined by the Board.

E. Whenever vacancies occur during the normal summer months when regular school is not in session, 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. The above paragraphs will cover all new vacancies of promotion, including positions established under Federal Aid programs.

Any special federal, state or local aid program being considered for adoption by the district shall be brought to the attention of the Association by the Board of Education. The Association shall negotiate wages, hours, and working conditions on any federal, state or local aid program adopted by the

Board. Positions created by the adoption of these special programs shall be posted. No such vacancy shall be filled until notice of the same is posted on a bulletin board in each school.

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 returning 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 had 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 will be 165 days (130 base days plus 20 incentive days plus 15 days for the school year).

An additional one or two incentive bonus days will be 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 will be 169 days. (For the 1995-96 school

year, the maximum sick days available will be 167 days (130 base days plus 22 incentive days plus 15 sick days for the school year). For the 1996-97 school year, the maximum sick days available will be 169 days (130 base days plus 24 incentive days plus the 15 sick days for the 1996-97 school 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, 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, 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.

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.

ARTICLE X Leaves 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 teacher 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 six (6) weeks or less, seniority will continue to accrue.

If the leave of absence covered under this paragraph extends beyond six (6) 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 person 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 5 days for those elected or appointed after September 4, 1984, and 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.

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, a public office.

G. The Board agrees to grant the Association a maximum of twenty-five (25) days leave per year for officers or agents of the Association to attend conferences, provided twenty-four (24) 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 one full day of released time per week to attend to Association business.

The Association will bear the cost of the substitute's pay for the full day of the President's released time each week.

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 salary 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 before age 70, 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. Whenever a teacher reaches the age of 70 in any contract year, (July 1 - June 30) he shall be permitted to continue to serve the year provided he notifies the Board in writing before March 1 of the previous contract year.

E. 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 7 years or their 62nd birthday or 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 62nd 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 qualifies 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 the MESSA Super Care Option Protection) for a 12 month period for the employee's entire family; provided, however, that the employee shall pay any and all deductibles required in such insurance plan or coverage. 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. Employees not wishing health care protection may apply the equivalent toward the family plan premium.

E. 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.

F. The Board shall provide a \$65,000 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 Master Agreement. Retirees

after July 1, 1990 are entitled to same coverage up to the age of 70 paid by the Board.

G. 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.

H. 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.

I. 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.

J. Annuity. This option would be made available as one of the options which employees could select from any monies available for insurance elections. The employees would not be able to obtain these monies directly for themselves in cash.

Each bargaining unit member for whom such contributions are made shall retain all nonforfeitable rights and full control over the tax-deferred annuity plan.

Amounts available for annuity and/or options in the 1993-94 school year:

1. SS \$454.13 - 182.84 = 271.29
2. ES/EC \$454.13 - 408.83 = 45.30
3. Full Family \$454.13

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 dues 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 of 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.

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 investigation, presenting, and interpreting facts and ideas relative to the specific charge.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause and be provided with an opportunity for a hearing before the Board. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to the professional grievance procedure hereinafter set forth.

E. 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. 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.

EVALUATION OF NON-TENURE TEACHERS

The following evaluation form for non-tenure teachers would also require the administrator using it to check either "Acceptable" or "Not Acceptable", and if checking the latter, would require that he/she detail why that column was checked providing also for setting up and carrying through a program which would allow the non-tenure teacher to have some time to show improvement.

I. Classroom Effectiveness: Acceptable Not Acceptable*

A. Scholarship of teacher -

- | | | |
|---|-------|-------|
| 1. Possesses proper training in subject matter background. | _____ | _____ |
| 2. Demonstrates on the job an effective command of the pertinent knowledge and the required skills of the subject being taught. | _____ | _____ |

B. Ability to convey to students -

- | | | |
|---|-------|-------|
| 1. Meets objectives of the course. | _____ | _____ |
| 2. Directs interesting, varied, and stimulating classes. | _____ | _____ |
| 3. Conducts discussions so that pupils learn to express ideas clearly, accurately, and completely so as to foster logical thinking where appropriate. | _____ | _____ |
| 4. The teacher's communication processes are clear and adequate (understandable vocabulary, clear, well-modulated voice, writes legibly). | _____ | _____ |

Acceptable Not Acceptable*

C. Preparation -

1. Prepares daily lesson plans which contribute to effective teaching.

2. Makes daily lesson plans, seating charts and teaching materials available for substitute.

3. Seeks help in resolving planning problems.

D. Adaptability - The teacher is flexible in adjusting predetermined plans to circumstances and individuals.

E. Uses a variety of instructional methods.

F. Teacher meets individual needs.

G. Encourages self motivation and independent thinking -

1. Challenges, encourages and guides critical thinking through the use of stimulating questions and provocative ideas.

2. Leads pupil to engage in solving problems significant to him.

H. Evaluation -

1. Uses regular systematic fair evaluation of pupils.

2. Keeps adequate records on all students.

3. Helps children evaluate themselves and their growth as a means to further growth.

I. Teacher/pupil rapport - Shows respect for each pupil.

	Acceptable	Not Acceptable*
J. Discipline -		
1. Maintains discipline founded on respect and understanding.	_____	_____
2. Handles behavior problems individually when possible.	_____	_____
3. Punishments are fair, reasonable and meted out in a rational manner.	_____	_____
4. A learning atmosphere is evident at all times.	_____	_____

II. Professional Characteristics:

A. Degree of professional organization participation -

 Is active in professional organizations.

B. Good ethics -

 1. Does not abuse privileges.

 2. Is loyal to the profession and the school system.

 3. Has high standards of ethics in his dealings with the profession, parents and pupils.

 4. Uses discretion and consideration in speaking of his school or colleagues.

 5. Understands expectations and responsibilities of the profession.

C. Assignment participation -

 1. Performs regularly any extra assigned duties promptly as well as possible.

Acceptable Not Acceptable*

- | | | |
|---|-------|-------|
| 2. Carries a fair share of out-of-class responsibilities. | _____ | _____ |
| 3. Accepts personal responsibility for compliance with rules and for attention to administrative requests. | _____ | _____ |
| 4. Displays a willingness and enthusiasm to work for the overall good of the school. | _____ | _____ |
| 5. Accepts responsibility for the supervision of pupils, as need arises, both in the school building and on the grounds. | _____ | _____ |
| D. Staff relationships - Provides dependable and effective leadership in activities involving the general welfare of the schools. | _____ | _____ |
| E. Overall management - | | |
| 1. Is prompt and accurate in handling records and reports. | _____ | _____ |
| 2. Is reliable and conscientious in adhering to school's time schedule. | _____ | _____ |
| 3. Arranges for temporary supervision of pupils if he/she must attend to other matters. | _____ | _____ |
| 4. Reports to proper person those physical aspects needing attention or repair. | _____ | _____ |

*Comments: _____

(Use additional sheet if necessary)

Signature of Evaluator:	Signature of Teacher:
_____	_____
Date:	Date:
_____	_____

Tenure Instructional Review

This section of the Master Agreement will have a philosophy, goals, criteria, observation step procedure and other information pertaining to and or pertinent to observation of teachers and certified personnel or areas related to evaluation.

Philosophy

Its purpose is to provide an internal on-going instructional review which allows for cooperative communicative effort to improve the educational processes for students of the Escanaba Area Public Schools.

A. Goals

1. To institute better communication district wide.
2. To achieve the objectives of each curriculum guide.
3. To improve, up-date, and assist teachers in educating the children of this district.
4. To foster a healthy teaching climate.
5. To provide a basis for teacher self-improvement by providing time and funds for teachers to attend workshops and visitations at classrooms in this and surrounding school districts.
6. To provide a reasonable and just cause for each part of the evaluation.
7. To provide that no teacher will be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, deprived of any professional advantage, or given an adverse evaluation of his professional services without reasonable and just cause.

B. Input

(Brief general outline or draft of philosophy, objectives, goals, aims, tools, and strategies prepared by the teacher) Dates mutually agreeable to

the teacher and evaluator will be determined for each evaluation.

C. Tenure Instructional Review

1. Two days prior to first observation, draft will be presented to supervisor. (Update when/if necessary)
2. Prior to first observation, hold joint meeting to arrive at Mutual Agreement and/or understanding of draft. This can be changed by agreement between teacher and administrator. (Draft must be consistent with policies, rules, and regulations of building and District.)
3. A teacher will not be adversely evaluated on items over which he/she has no control.

D. Observations (visitations) and Recording

No more than 3 formal observations of teachers in instructional settings.

Any or all of the following items may or may not be included for narrative report.

1. Written narrative Report

(Items of possible inclusion for narrative report)

- a. Evidence of appropriate planning and organization
- b. Competence and knowledge of subject
- c. Evidence of Student Learning Problems
- d. Ability to prescribe Learning Strategies
- e. Methods, techniques, and instructional skills used
- f. Selection of suitable learning materials - programs flexible and adaptable
- g. Awareness of physical environment (conducive to learning)
- h. Classroom organization and control
- i. Interaction with students

- j. Awareness of and provision for student needs
 - k. Understandable presentation of ideas (stimulating and motivating)
 - l. Evaluation and report of student progress (counsels with students, parents regarding progress and/or learning difficulties) where applicable
 - m. Evidence of achievement of goals, objectives
 - n. Evidence that student needs have been met
 - o. Evidence of professional growth
- 2. Areas of commendation
 - 3. Areas of concern
 - 4. Recommendations/suggestions for improvement (by supervisor)
 - 5. Rebuttal (right to have Association Representation)
 - 6. Impasse

Should an impasse occur on the implementation of the suggested improvements, or on the content of an individual teacher's evaluation, the teacher may request (after the second evaluation) an additional review from a different evaluator who may be accompanied by a teacher observer selected by the Association.

E. Post Observation Discussion and Review of Narrative Report

(Recording and conferencing will occur within 5 days. Recording and conferencing may occur as a result of one or more formal observations). Recording shall be the narrative.

F. Recommendations and Solutions to Problem Areas (areas of concern)

- 1. Areas of supervisor concern.
- 2. Areas of teacher concern.
- 3. Joint recommendations for action to implement suggested improvements.

G. Final Disposition of Areas of Concern

Shall be one or more of the following: Personal file, grievance procedure, arbitration, or Tenure commission as appropriate.

H. The following will not be utilized in any evaluation.

1. Comments or statements from substitute teacher, auxiliary staff, or materials from substitute teachers reporting forms.
2. Comments or statement from any informal evaluations.

Signed: Teacher: _____ Supervisor: _____

Date: _____

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. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not be expected to assume the responsibility for emotionally disturbed students nor to be charged with responsibility for psychotherapy, after such disturbed status shall have been determined by a recognized authority and removal from the classroom recommended by such an authority.

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 relieve the teacher of responsibilities with respect to such pupils.

1. No teacher shall be required to spend an abnormal amount of time beyond the normal school day to assist Mental Health Clinic referrals.
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. In such cases the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident. Said pupil shall be excluded from class until a conference between teacher, parents, guardians, student, and any administrator deemed necessary can be held.

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 disciplinary 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. The Board shall provide legal services for a teacher, counselor or school nurse against a claim arising out of a substance abuse referral.

D. 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.

E. 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.

F. Discipline. Administrators must support the efforts of the faculty members to keep order in the building. If the judgment of teachers is to be questioned by an administrator, it should be done privately and never in front of the students. To do so would weaken authority at the classroom level as well as the administrative level at a time when authority is being tested. The teachers' word must take precedence over the students' denial.

G. Insubordination. When a teacher makes a reasonable request of, or gives a legitimate direction to a student, that student must comply immediately and courteously with the request or direction. This is the case whether in the classroom or any other part of the school facilities and whether or not the student is a pupil of that particular teacher. If the student feels that the request is unreasonable, he/she must still comply as above, but may ask, courteously, for an explanation at the teacher's earliest convenience. The student has the right to an explanation of what is expected of him/her, but this right is subordinate to the fact that compliance is necessary for the efficient operation of the school and maintenance of just and proper authority.

Any infraction of this rule shall be considered a major offense and dealt with accordingly whether or not the judgment of the teacher is later considered reasonable or legitimate. In fractions of this rule shall be deemed to be the following:

1. Overt refusal.
2. Covert refusal by ignoring the request or direction.
3. Any surly, discourteous, foul, derogatory, or mocking comments directed at the teacher, his authority, or the direction given.

When such infractions occur, the following procedure will be followed:

- a. The student will be suspended from that class temporarily.
- b. A conference will be held between the student, the teacher and an administrator within twenty-four (24) hours from the time of the infraction, except if said infraction shall occur near a weekend or holiday in which case the conference may be held on the next day of school.
- c. If suspended, the student will make a complete written report of the incident before leaving the building.
- d. In serious cases the parent and student will be requested to meet with the principal or other administrator in the principal's office for a conference, which conference should involve the teacher. If the student is to return to school after a suspension, the student and his or her parents will sign a probationary contract in which the student will agree to conform to school rules and regulations. A conference will be held between the teacher involved and the student to straighten out the difficulty that brought about the situation in an attempt to prevent further occurrences. Any other steps necessary will be taken in order to resolve the matter to the satisfaction of all parties concerned, especially the teacher. Failure on the part of the student to comply with the

probationary contract will result in immediate suspension and a recommendation to the Board of Education for expulsion.

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, 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 or 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 the 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 procedure 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 two (2) 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) school days of its occurrence or of the date upon which it reasonably 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) school 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 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) school days after receiving the written grievance, he shall meet with the aggrieved person in an attempt to resolve the grievance. Within three (3) 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 references 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 date 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. 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 findings 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 discharge or

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 or the extension of the period of probation 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 Michigan Tenure of Teachers Act.

2. Any non-renewal of a probationary teacher's employment, extension of probationary period, 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, a 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 Three 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, 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 term 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. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any aggrieved person, any school representative, any member of the Association Grievance Committee or any other participant in the grievance procedure for reason of such participation.

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 re-filing 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.

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.

J. Miscellaneous:

1. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of teachers, the Association Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. 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. The Association and the aggrieved person shall sign in the appropriate place on the grievance form, indicating whether the adjustment of the grievance is acceptable or unacceptable, within twenty (20) days after receiving the written decision at each level.

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

4. 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.

K. The Grievance Procedure will be applicable, but only to the extent the Agreement is expressly applicable to, in specific language, Adult or Community Education teachers, i.e., those clauses provided for in the new Adult/Community Education Article.

ARTICLE XVII
Miscellaneous Provisions

A. 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.)

B. No polygraph or lie detector device shall be used in any investigation of any teacher without his consent.

C. The Professional Negotiations Committee of the Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible in the judgment of the Board, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. 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 theretofore 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. The Board will 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.

J. During the first week of the school year, the Board will furnish teachers with a written statement governing the use of corporal punishment of students.

In the performance of his duties, a teacher may use such reasonable force as he deems necessary to protect himself and other persons from attack, physical abuse or injury.

The Board agrees to indemnify teachers against any damages, fines, legal fees or other reasonable costs arising out of any act authorized under the aforementioned statement of this article, provided the teacher is not negligent.

K. School will be closed on Monday or Friday following the opening of deer hunting season.

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

M. 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 of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

B. The 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. In the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with Article XVIII, Section B of this agreement, such teacher shall, as a condition of continued employment of the Board, cause to be paid to the Association a service fee equivalent to the dues and assessments of local, state, and national membership.

E. Any teacher employed under contract will pay the unified dues in accordance with the length of employment.

ARTICLE XIX Student Teachers

A. These guidelines do not include special education, vocational education, driver and safety education, library, reading, philosophy, and counseling.

1. Colleges and Universities participating in Student Teaching programs with the Escanaba Area Public Schools will be given until May 15 to produce satisfactory evidence that the number of new teachers to be graduated during

the current school year will meet but not exceed the need for new teachers in the ensuing school year.

2. If such evidence is not provided, the Escanaba Area Public Schools will accept only that number of student teachers each year that will achieve this goal.

3. The Board of Education will in no case allow or allow to be placed, student teachers in excess of 10% of its own professional staff, in any school year.

B. The acceptance of any student teacher by a teacher shall be voluntary.

C. Only those student teachers will be placed in the Escanaba Area Public Schools for which there is a specific vacancy such as would be caused by retirement, program addition, or special needs.

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

E. 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.

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 pink-slipped people shall be

posted, provided that they are still available as of June 1.

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 certification;
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 after August 30, 1993, and tied in District seniority. The drawing shall occur at the beginning of each school year (prior to October 1) under the supervision of an EEA officer, EEA seniority chairperson, an elementary principal, and a secondary principal. The numbers drawn shall be placed next to each person's name on the seniority list and shall remain permanently, #1 most senior, #2 most senior, etc. For teachers hired before or on August 30, 1993, the criteria in Article XX, C., shall apply.

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 subject to above Paragraph D.

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 discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said discharge or lay-off by May 1 prior to said lay-off.

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.

At the third quarterly conference or no later than March 10 of each year, the Board and the Association will negotiate on problems relating to subcontracting of assignments to Intermediate School Districts.

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 if 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
Corporal Punishment

The Board and the teachers agree to comply with state law as it relates

to corporal punishment of students. All teachers will be allowed input with regards to alternatives to corporal punishment.

ARTICLE XXIV
Communicable Diseases

A. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, all teachers having contact with the student shall be notified in advance of the child's placement and/or return to school, to the extent such notification is permitted under law. The Board shall provide in-service training in hygienic practices and management to teachers coming into contact with students having such communicable diseases.

B. The employer agrees to indemnify bargaining unit members against any damages, fines, legal fees or other costs that may result as a consequence of following the employer policy and employer-approved inservice instruction regarding management of students with communicable diseases.

C. A bargaining unit member contracting a communicable disease shall have no fewer rights to continued employment with the employer, than the rights afforded to a student to attend school as governed by law.

D. Any bargaining unit member known to have a noncasual-contact contagious disease shall have full rights to representation by Association representative or attorney in the review process.

ARTICLE XXV
Alcoholism and Drug Addiction

A. The Board agrees that any bargaining unit member with alcoholism or drug addiction who requests diagnosis or treatment will not jeopardize his or

her job rights or job security based on such disclosure. Such problems will be handled in a confidential manner, unless otherwise required by law. The employee must participate in an approved program to deal with such condition. The employee may use this provision once and on further occasions with Board approval.

B. The Association and Board jointly recognize that drug abuse, to the extent defined by law, and alcoholism are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

ARTICLE XXVI
Least Restrictive Environment

A. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place unusual demands upon the teacher. Special attention will be given to the possibility of reducing class size or utilizing other procedures including an aide where special students are placed in a regular classroom.

B. The Board shall assure that the Association is notified and allowed to participate in any planning process involving the ISD in implementing the least restrictive environment concept in the Escanaba Area Public Schools. Such participation shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

C. Teachers will be given the opportunity to have a Union representative present at any IEPC meetings, if permitted by law. The representative's presence shall be for observation and consultation only. No IEPC shall be rescheduled because of non-availability of a representative, including unavailability due to a scheduled class.

ARTICLE XXVII
Adult Education/Community Education

The following provisions shall be applicable to the Adult Education/Community Education Bargaining Unit members:

1. Article I.
2. Article II., A.
3. Article II., B.
4. Article IV., with teaching hours for the Adult Education schedule from 5:45 p.m. to 9:30 p.m.
 - a. Any change in schedule for individual classes shall be reported to the office of the Director of Community Schools.
 - b. Break time shall be flexible and in accordance with the established practice and at the instructor's discretion and shall be of approximately 15 minute duration. An additional 30 minutes shall be paid as preparation time.
 - c. All Adult Education instructors shall be given a copy of the Escanaba Community Education Handbook when hired and in each subsequent year.
5. Article VI., paragraphs G, J, K, L, and M shall be applicable.
6. Article VII., paragraphs E and F shall be applicable.
7. Article XIII.

8. Article XIV., paragraph A, first paragraph only, or all "as applicable to Community Education".
9. Article XVI., in its entirety, expressly including:

"During the term of this Agreement, there shall be no strike or lock-out. The Board of Education and the Association agree that they will not permit, direct, encourage, or support any actions prohibited herein."
10. Article XVII.
 - a. Any Adult Education teacher who substitutes for another Adult Education teacher shall receive their own regular rate of pay for substituting.
 - b. Escanaba Regular Education and Adult Education/Community School Bargaining Unit members shall have the first opportunity and first right of refusal for all positions in the Community Schools Program, including substituting, at Community School rates.
11. Article XVII. Included as applicable to Adult Education, except that D. shall be inapplicable and L. shall read that payment shall be made every two (2) weeks concurrent with work.
12. Article XVIII. shall be applicable.
13. Article XX. A and B. shall be applicable to Adult Education only.
 - a. Seniority in the Adult Education and Community Schools shall be separate and distinct from the Escanaba Regular Education list, but shall be compiled and transmitted in the same manner as Regular Education.
14. Article XXIV. shall be applicable.
15. Article XXV. shall be applicable.
16. Article XXVI. shall be applicable.

17. Article XXVII. shall be applicable.
18. Rate for Adult Ed - At the time of printing, hourly rates for Adult Education teachers were being negotiated. Finalized rates will be published when appropriate.

19. No provision of this entire Agreement shall be applicable to Adult Education or Community Education teachers or classes unless such teachers or classes are explicitly referred to, in specific language, with regard to such provision.

ARTICLE XXVIII
Mentor Teachers

1. 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 affect or as amended, and shall perform the duties of a Master Teacher as specified in the code.
2. 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.
3. A Mentor Teacher shall be assigned in accordance with the following:
 - a) Participation as a Mentor Teacher shall be voluntary.
 - b) The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 - c) 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.
 - d) Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - e) Mentee shall only be assigned to one (1) Mentor Teacher at a time.
 - f) 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.
4. 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, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee.

Neither the Mentor Teacher nor the Mentee shall be required to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be required to testify as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be required to testify as a witness in any grievance or administrative hearing involving the Mentor Teacher.

- 5) Where possible the Mentor Teacher and Mentee shall be assigned common preparation time, if applicable.
- 6) Mentees shall be provided with such professional development induction into teaching as required by law.
- 7) Mentor Teachers shall be compensated \$500 per school year in which they work as a Mentee.

ARTICLE XXIX
Duration of Agreement

This Agreement shall be effective as of July 1, 1994, and shall continue in effect for three years until June 30, 1997 except, if by the commencement of school in September, 1997, 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. It shall be agreed that in the event the average base rate of the majority of MEA Region 17 schools designated class A-B exceeds the base rate of the Escanaba Area Public Schools on any ensuing June 1, this Agreement will be declared open for negotiations of wages upon mutual consent of both parties.

C. Salary Schedules:

ESCANABA EA
SALARY SCHEDULE
1994/95

<u>Yrs.</u> <u>Exp.</u>	<u>Index</u>	<u>B.A.</u>	<u>B.A. +</u> <u>Perm. Cert.</u>	<u>M.A.</u>	<u>M.A. + 15</u>	<u>M.A. + 30</u>
1	1.00	26,496.83	27,355.02	28,213.25	29,071.43	29,929.62
2	1.03	27,291.73	28,175.67	29,059.64	29,943.58	30,827.51
3	1.06	28,086.64	28,996.32	29,906.04	30,815.72	31,725.40
4	1.09	28,881.54	29,816.97	30,752.44	31,687.86	32,623.29
5	1.14	30,206.39	31,184.72	32,163.10	33,141.44	34,119.77
6	1.19	31,531.23	32,552.47	33,573.76	34,595.01	35,616.25
7	1.24	32,856.07	33,920.22	34,984.43	36,048.58	37,112.73
8	1.30	34,445.88	35,561.52	36,677.22	37,792.86	38,908.51
9	1.365	36,168.17	37,339.60	38,511.08	39,682.51	40,853.93
10	1.43	37,890.47	39,117.67	40,344.94	41,572.15	42,799.36
11	1.50	39,745.24	41,032.53	42,319.87	43,607.15	44,894.43
12	1.57	41,600.02	42,947.38	44,294.80	45,642.15	46,989.51
13	1.64	43,454.80	44,862.23	46,269.72	47,677.15	49,084.58
16	1.71	45,309.58	46,777.08	48,244.65	49,712.15	51,179.65
19	1.74	46,104.48	47,597.73	49,091.05	50,584.30	52,077.54
22	1.76	46,634.42	48,144.83	49,655.31	51,165.72	52,676.13
25	1.785	47,296.84	48,828.71	50,360.65	51,892.51	53,424.38
28	1.82	48,224.23	49,786.13	51,348.11	52,910.01	54,471.91

*For Service in Escanaba District

C. Salary Schedules:

ESCANABA EA
SALARY SCHEDULE
1995/96

<u>Yrs.</u> <u>Exp.</u>	<u>Index</u>	<u>B.A.</u>	<u>B.A. +</u> <u>Perm. Cert.</u>	<u>M.A.</u>	<u>M.A. + 15</u>	<u>M.A. + 30</u>
1	1.00	27,291.73	28,175.67	29,059.64	29,943.58	30,827.51
2	1.03	28,110.49	29,020.94	29,931.43	30,841.88	31,752.34
3	1.06	28,929.24	29,866.21	30,803.22	31,740.19	32,677.16
4	1.09	29,747.99	30,711.48	31,675.01	32,638.50	33,601.99
5	1.14	31,112.58	32,120.26	33,127.99	34,135.68	35,143.36
6	1.19	32,477.16	33,529.04	34,580.98	35,632.86	36,684.74
7	1.24	33,841.75	34,937.83	36,033.96	37,130.04	38,226.11
8	1.30	35,479.25	36,628.37	37,777.54	38,926.65	40,075.76
9	1.365	37,253.22	38,459.79	39,666.41	40,872.98	42,079.55
10	1.43	39,027.18	40,291.20	41,555.29	42,819.32	44,083.34
11	1.50	40,937.60	42,263.50	43,589.47	44,915.37	46,241.27
12	1.57	42,848.02	44,235.80	45,623.64	47,011.42	48,399.19
13	1.64	44,758.44	46,208.10	47,657.82	49,107.47	50,557.12
16	1.71	46,668.87	48,180.39	49,691.99	51,203.52	52,715.04
19	1.74	47,487.62	49,025.66	50,563.78	52,101.82	53,639.87
22	1.76	48,033.45	49,589.18	51,144.97	52,700.70	54,256.42
25	1.785	48,715.75	50,293.57	51,871.46	53,449.29	55,027.11
28	1.82	49,670.96	51,279.72	52,888.55	54,497.31	56,106.07

*For Service in Escanaba District

C. Salary Schedules:

ESCANABA EA
SALARY SCHEDULE
1996/97

<u>Yrs.</u> <u>Exp.</u>	<u>Index</u>	<u>B.A.</u>	<u>B.A. +</u> <u>Perm. Cert.</u>	<u>M.A.</u>	<u>M.A. + 15</u>	<u>M.A. + 30</u>
1	1.00	28,110.49	29,020.94	29,931.43	30,841.88	31,752.34
2	1.03	28,953.80	29,891.57	30,829.38	31,767.14	32,704.91
3	1.06	29,797.12	30,762.19	31,727.32	32,692.40	33,657.48
4	1.09	30,640.43	31,632.82	32,625.26	33,617.65	34,610.05
5	1.14	32,045.95	33,083.87	34,121.83	35,159.75	36,197.66
6	1.19	33,451.48	34,534.92	35,618.41	36,701.84	37,785.28
7	1.24	34,857.00	35,985.96	37,114.98	38,243.94	39,372.90
8	1.30	36,543.63	37,727.22	38,910.86	40,094.45	41,278.04
9	1.365	38,370.81	39,613.58	40,856.41	42,099.17	43,341.94
10	1.43	40,198.00	41,499.94	42,801.95	44,103.90	45,405.84
11	1.50	42,165.73	43,531.41	44,897.15	46,262.83	47,628.50
12	1.57	44,133.46	45,562.87	46,992.35	48,421.76	49,851.17
13	1.64	46,101.20	47,594.34	49,087.55	50,580.69	52,073.83
16	1.71	48,068.93	49,625.80	51,182.75	52,739.62	54,296.49
19	1.74	48,912.25	50,496.43	52,080.69	53,664.88	55,249.06
22	1.76	49,474.46	51,076.85	52,679.32	54,281.72	55,884.11
25	1.785	50,177.22	51,802.37	53,427.61	55,052.76	56,677.92
28	1.82	51,161.09	52,818.11	54,475.21	56,132.23	57,789.25

*For Service in Escanaba District

D. Substitute Teachers:

1. The rate of pay for substitutes will be \$56.98 per day for the duration of this agreement.
2. A degree substitute who has taught a minimum of five (5) consecutive school days in the same assignment shall be paid at the B.A. beginning salary for all substitute days pro-rated on the basis of contract days. Said teacher is to be selected for duty by the principal with the approval of the Superintendent.
3. Substitute teachers shall be paid by the day and only for the days actually spent in the classroom. There shall be no compensation for holidays or weather days occurring during a protracted period.
4. Part D of Appendix A in the Master Agreement will be included in the Substitute Teacher Handbook. This handbook will be given to all substitute teachers utilized by the District.

E. 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.

F. 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.

G. 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.

H. 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.

I. Nurses' salaries shall be 90% of the B.A. plus permanent certification using the index of the Salary Schedule in Appendix A. They shall be classified as Affiliate Association Members and shall be entitled to full benefits of such membership. Nurses will be given a minimum of 60 calendar days notice before termination of employment.

J. Affiliate Association members covered in this Agreement shall have their dues deducted from their salary and sent to the Association Treasurer in the same manner as regular Association members. The affiliate member will pay the sum of the local, state, national and U.P.E.A. dues assessment. The local dues, remaining portion of the state and national dues shall be paid to the E.E.A. Treasurer.

K. 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 will refer such application to a "Credentials Evaluation Committee" consisting of two (2) representatives appointed by the Board and two (2) representatives appointed by the Association. This Committee shall review each such case and make a recommendation for appropriate action to the Superintendent and 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.

L. In view of permissive legislation regarding payment of retirement contributions, the Board agrees to pay into the State Retirement Fund 5% of the teacher's total wages as determined by the salary schedule.

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. The Board of Education will pay to each teacher who will be employed in the Escanaba Area Public School District at the beginning of the following year the sum of \$18.00 for each week of foreign travel beyond the boundaries of the United States for a maximum of eight weeks subject to prior approval by the Superintendent. This bonus will not be paid for both summer school and foreign travel.

APPENDIX C Extra Duty Pay Schedule

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:

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		Percentage
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
Wrestling:	Head Coach	9
	Assistant Coach	6
Gymnastics:	Head Coach	9 6
	Assistant Coach	6 4
Basketball - Boys:	7th Gr. Varsity	4
	8th Gr. Varsity	4
	9th Gr. Varsity	6
	J. V. Coach	7
	Varsity Head Coach	10
Basketball - Girls:	7th Gr. Varsity	4
	8th Gr. Varsity	4
	*Freshman	6
	*J. V. Coach	7
	*Varsity Head Coach	10
Tennis:	Head Coach - Boys	4
	*Head Coach - Girls	4

Golf - Boys & Girls:	Head Coach	5
Track - Boys:	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	5
	*Sr. High Asst. Cross Country	2.5
Track - Girls:	Jr. High Head Coach	3
	Jr. High Asst. Coach	2.5
	Sr. High Head Coach	6
	Sr. High Asst. Coach	5
Hockey:	Varsity Head Coach	10
	Varsity Asst. Coach	6
Volleyball - Girls:	Varsity Head Coach	10 6
	J. V. Coach	3

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

Music:	Jr. High Band	5.5
	Elementary Honor Band	1
	Sr. High Band	7.5
	Jr. High Orchestra	2
	Sr. High Orchestra	3
	Marching Band	4
	Sr. High Vocal Music	5
	Musical-Dir. of Music	2.5
	Musical-Dir. of Drama	3
	Secondary Jazz Band	2.5
Class Advisors:	9th Grade	2
	10th Grade	2
	11th Grade	3
	12th Grade	3
Clubs:	Chess Club	3.5
	Mortarboard	3.5
	National Honor Society Chairperson	1.5
	"E" Club	3 2.5
	B.O.E.C. Advisor	3
	Orange & Black	2.5
	Key Club	2
All Other - Junior High:	Drama	2
	Student Council	2.5
	Cheerleaders	2

	Yearbook	2
	Girls Intramural Volleyball	1
	Intramural Basketball	1
	Intramural Wrestling	1
All Other - Senior High:	Ticket Manager	6
	Escanaban	4.5
	Yearbook Advisor	5.5
	Production Printing	5.5
	Bookstore	3.5
	*Cheerleader--Head Coach	4
	*Cheerleader--Assistant Coach	2
	H.S. Quiz Bowl	2
	Dramatics	4
	Forensics	2.5
	Debate	3.5

1. No two 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.

2. Pay for employees working at athletic events:

	Varsity	Junior Varsity	Freshmen
Football Games			
Ticket Sellers and Takers, Fence and 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
Basketball Games - Boys			
Ticket Sellers and Takers	\$15.00	(west-Vars.-J.V.)	\$8.00
	\$13.00	(east-Vars.-J.V.)	
Doorkeepers	\$13.00	(Vars.-J.V.)	
Scorers and Timekeepers	\$15.00	\$9.00	\$9.00
Basketball Games - Girls			
Gymnastics, and Wrestling			
Ticket Sellers and Takers	\$10.50	(Vars.-J.V.)	
Scorers and Timekeepers	\$ 8.00	\$8.00	\$8.00
Hockey			
Ticket Sellers and Takers	\$11.00		
Scorers and Timekeepers	\$11.00		
Goal Judges	\$ 6.00		
Volleyball - Girls			
Ticket Sellers and Takers	None		
Scorers, Varsity	\$11.00		
Scorers, Junior Varsity	\$ 8.00		

Department Heads

Department heads will be paid at the following percentages of the base pay: 1994-95 Base \$26,496.83; 1995-96 Base \$27,791.74; 1996-97 Base \$28,610.50

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%

Beginning with the school year 1990-91, the Guidance Department and Special Ed Department shall be combined into one.

The qualifications for department heads shall be as follows:

- A. Bachelor's degree with major in the 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 that will be held no later than May 1, 1991. 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.
- F. Departments with vacant department heads will select a department

head no later than October 1, 1990. That person will then serve a three (3) year term as department head.

Driver Education Instructor Schedule

Years of Experience	Rate of Pay
1	\$8.50 per hour
2	\$9.00 per hour
3	\$9.50 per hour
4	\$10.00 per hour
5	\$10.50 per hour
6	\$11.00 per hour
7	\$11.50 per hour
8	\$12.00 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 times most convenient for them.

B. 1. A typist will be employed for at least one-half day for use by the Printing Department.

2. All work done by the printing shop must be channeled through and cleared by the office of the Superintendent.

C. Summer employment of members of extra duty staff shall be remunerated at the 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.

D. 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 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.

E. 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 negotiation with the Association.

F. Any change in personnel or policies of the extra duty schedule must be through prior negotiation with the Professional Negotiating Committee of the Escanaba Area Public Schools.

APPENDIX D
K-12 General School Calendar for
1994-95 School Year

Monday	August 29	Teacher Orientation
Tuesday	August 30	Classes Begin
Monday	September 5	No Classes - Labor Day
Friday	October 28	End of 1st Marking Period
Monday	October 31	Begin 2nd Marking Period
Tuesday	November 15	No Classes - Deer Day
Wednesday	November 23	No Classes - Thanksgiving Recess
Monday	November 28	Classes Resume
Friday	December 23	No Classes - Christmas Recess
Tuesday	January 3	Classes Resume
Thursday	January 19	End of 2nd Marking Period
Friday	January 20	Teacher Evaluation
Monday	January 23	Begin 2nd Semester - Begin 3rd Marking Per
Friday	March 24	End of 3rd Marking Period
Monday	March 27	No Classes - Spring Break
Monday	April 3	Classes Resume - Begin 4th Marking Period
Friday	April 14	Good Friday - no classes
Monday	April 17	Easter Monday - no classes
Monday	May 29	No Classes - Memorial Day
Tuesday	June 6	End of 4th Marking Period
Wednesday	June 7	Teacher Evaluation

Student School Days

Semester I - 91
Semester II - 89
TOTAL 180

Teacher duty days when classes are not in session:

8-29-94; 1-20-95; 6/7/95 TOTAL - 3

Any days lost beyond the two allowed by state law or regulation, due to inclement weather or any "Act of God", will be added on to the Second Semester.

APPENDIX D
K-12 General School Calendar for
1995-96 School Year

Monday	August 28	Teacher Orientation
Tuesday	August 29	Classes Begin
Monday	September 4	No Classes - Labor Day
Friday	October 27	End of 1st Marking Period
Monday	October 30	Begin 2nd Marking Period
Wednesday	November 15	No Classes - Deer Day
Wednesday	November 22	No Classes - Thanksgiving Recess
Monday	November 27	Classes Resume
Monday	December 25	No Classes - Christmas Recess
Tuesday	January 2	Classes Resume
Thursday	January 18	End of 2nd Marking Period
Friday	January 19	Teacher Evaluation - No Classes
Monday	January 22	Begin 2nd Semester
		Begin 3rd Marking Period
Monday	February 26	No Classes - Winter Break
Friday	March 22	End of 3rd Marking Period
Monday	March 25	No Classes - Spring Break
Monday	April 1	Classes Resume - Begin 4th Marking Period
Friday	April 5	No Classes - Good Friday
Monday	April 8	No Classes - Easter Monday
Monday	May 27	No Classes - Memorial Day
Tuesday	June 4	End of 4th Marking Period
Wednesday	June 5	Teacher Evaluation

Student School Days

Semester I = 92
Semester II = 88

TOTAL 180

Teacher duty days when classes are not in session:

8-28-95; 1-19-96; 6-5-96; TOTAL = 3

Any days lost beyond the two allowed by state law or regulation, due to inclement weather or any "Act of God", will be added on to the Second Semester.

APPENDIX D
K-12 General School Calendar for
1996-97 School Year

Monday	August 26	Teacher Orientation
Tuesday	August 27	Classes Begin
Monday	September 2	No Classes - Labor Day
Friday	October 25	End of 1st Marking Period
Monday	October 28	Begin 2nd Marking Period
Friday	November 15	No Classes - Deer Day
Wednesday	November 27	No Classes - Thanksgiving Recess
Monday	December 2	Classes Resume
Monday	December 23	No Classes - Christmas Recess
Thursday	January 2	Classes Resume
Thursday	January 16	End of 2nd Marking Period
Friday	January 17	Teacher Evaluation - No Classes
Monday	January 20	Begin 2nd Semester -
		Begin 3rd Marking Period
Monday	February 24	No Classes - Winter Break
Friday	March 21	End of 3rd Marking Period
Monday	March 24	Begin 4th Marking Period
Friday	March 28	No Classes - Good Friday -
		Begin Spring Break
Monday	April 7	Classes Resume
Monday	May 26	No Classes - Memorial Day
Wednesday	June 4	End of 4th Marking Period
Thursday	June 5	Teacher Evaluation

Student School Days

Semester I	=	90
Semester II	=	90
 TOTAL	 =	 180

Teacher duty days when classes are not in session:

8-26-96	1-17-97	6-5-97	TOTAL = 3
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Any days lost beyond the two allowed by state law or regulation, due to inclement weather or any "Act of God", will be added on to the Second Semester.

APPENDIX E

Calendar for Evaluation of Probationary Teachers, * (see Explanation)

- A. September
1. Begin new teacher orientation.
 - a. Review the procedure that you expect to follow throughout 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. Specify the areas where improvement should be made.
 - 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 10th or 11th: Director of Personnel is to hold a conference in each case where a teacher is not recommended for tenure.
5. About March 18th: Recommendations for the Board of Education consideration are typed and duplicated.
6. About March 20th: Recommendations are mailed to the Board of Education members.
7. About March 26th: Action is taken by the Board.

H. April

1. April 1st: Probationary teachers are notified in writing regarding their satisfactory or unsatisfactory service.
2. About April 7th: Personnel office will notify the Michigan State Tenure Commission, in writing, of the action taken by the Board.

I. April 15th

For teachers whose work has not been entirely satisfactory:
to The appropriate person shall develop an Individual Development

May 15th Plan designed to upgrade the performance of each teacher whose work has not been satisfactory. This plan is to be in writing and is to be reviewed with the teacher.

APPENDIX F

Sample Sick Leave Charts

SICK LEAVE KEY

<u>NAME</u>	SICK LEAVE 1994-95	
	A. Carryover Days	0.0
	Assigned 1994-95	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 1994-95	
C. Available @ 7/1/94	0.0
Unused S/L 1994-95	15.0
D. Earned Incentive	0.0
E. Total @ 6/30/95	15.0

- A. This category cannot exceed 130 days. Article IX B.
- B. Cannot exceed 165 days in 1994-95.
- 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.

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Thomas L. Butch, School Attorney
Patricia E. Sundstrom
Gerald C. Anderson
David G. Wilson

ACCEPTED, ADOPTED AND RATIFIED THIS 30th day of August, 1994 to be effective as of July 1, 1994 through June 30, 1997, as provided in Article XXIX.

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

BOARD OF EDUCATION

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