

**AGREEMENT**

**Between**

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

**and**

**MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT**

**2012-2015**

Table of Contents

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

49	Article XXIII - Mentor Teachers .....	29
50		
51	Article XXIV - Duration of Agreement .....	30
52		
53	Appendix A - Salary Schedule .....	31
54		
55	Appendix B - Summer School Attendance, Foreign Travel & Extension Courses .....	34
56		
57	Appendix C - Extra Duty Pay Schedule .....	35
58		
59	Appendix D - School Calendar .....	40
60		
61		
62		
63		
64		
65		
66		
67		
68		
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70		
71		
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75 **AGREEMENT**

76  
77 This agreement effective as of the 1st day of July 1, 2012 by and between the Board of  
78 Education of the Escanaba Area Public Schools, hereinafter "Board," and the Upper  
79 Peninsula Education Association - Michigan Education Association, Escanaba District,  
80 hereinafter called the "Association."

81 **WITNESSETH**

82  
83  
84 WHEREAS, the Board and the Association recognize and declare that providing a  
85 quality education for the children of the Escanaba Area Public Schools is their mutual aim  
86 and that the character of such education depends upon the quality and morale of the  
87 teaching service, and the Board of Education and administrative personnel of this district,  
88 and

89  
90 WHEREAS, the members of the teaching profession are particularly qualified to  
91 recommend programs and policies designed to improve educational standards, and

92  
93 WHEREAS, the Board and the Association have a statutory obligation pursuant to  
94 Act 379 of the Michigan Public Acts of 1965, to bargain with each other relative to hours,  
95 wages, terms, and conditions of employment, and

96  
97 WHEREAS, the parties, following extended and deliberate professional negotiations,  
98 have reached certain understandings which they desire to reduce to writing.

99  
100 In consideration of the following mutual covenants, it is hereby agreed as follows:

101  
102 **ARTICLE I - RECOGNITION**

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

120  
121 B. The Board agrees not to negotiate with any teachers' organization other than the  
122 Association for the duration of this Agreement.

- 123 C. Nothing contained herein shall be construed to deny or restrict to either party hereto  
124 rights he may have under the Michigan General School Laws or applicable civil  
125 service laws and regulations. The rights granted to teachers hereunder shall be  
126 deemed to be in addition to those provided elsewhere. Nothing contained herein  
127 shall be construed to deny to the Board of Education or its designee of the Escanaba  
128 Area Public Schools any rights or duties each may have under the Michigan General  
129 School Laws or applicable civil service laws and regulations.  
130
- 131 D. The Escanaba Area School District does not discriminate on the basis of race, color,  
132 national origin, sex, age or disability or any other category prohibited by law.  
133
- 134 E. Pursuant to P.A. 4 of 2011, the Board and Association shall follow the state  
135 guidelines regarding the appointment of an emergency financial manager.  
136

137  
138 **ARTICLE IIA - TEACHER RIGHTS**  
139

- 140 A. Pursuant to Act 379 of the Public Acts of 1965, the Board agrees that every  
141 employee of the Board represented by the Association hereunder, shall have the  
142 right freely to organize, join and support the Association and other concerted  
143 activities for the purpose of engaging in collective bargaining or negotiation for  
144 mutual aid and protection to the extent permitted by law. The Board and the  
145 Association undertake and agree that each will comply with all of the laws of the  
146 State of Michigan now in force or enacted during the period of this agreement.  
147
- 148 The Board further agrees that it will not discriminate against any teacher with respect  
149 to hours, wages or any terms or conditions of employment by reason of his  
150 membership in the Association, his participation in any activities of the Association or  
151 collective professional negotiations with the Board, or his institution of any grievance,  
152 complaint or proceeding under this Agreement or otherwise with respect to any  
153 terms or conditions of employment.  
154
- 155 B. The Association and its members shall have the right to use school building facilities  
156 at all reasonable hours for meetings, provided that such meetings do not conflict with  
157 previously scheduled meetings or activities. No teacher shall be prevented from  
158 wearing insignia, pins or other identification of membership in the Association either  
159 on or off school premises. Specific bulletin boards, public address systems, school  
160 mail boxes and telephones within the school system shall be made available to the  
161 Association for Association business.  
162
- 163 C. The Board shall furnish to the Association all records available under the Freedom of  
164 Information Act upon written request.  
165
- 166 D. Copies of the approved minutes, agendas of regular and special Board meetings,  
167 and new or proposed Board Policies after the first reading shall be sent promptly to  
168 the President of the Association.  
169

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

176  
177  
178 **ARTICLE IIB - BOARD RIGHTS**  
179

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

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

200  
201  
202  
203 **ARTICLE III - PROFESSIONAL COMPENSATION**  
204

205 A. The salaries of teachers covered by this Agreement are set forth in Appendix A,  
206 which is attached to and incorporated in this Agreement. Such salary schedules  
207 designated 2011-2012, shall remain in effect during the term of this Agreement, as  
208 well as throughout the 2012-2013 school year. Contract negotiations for the school  
209 year 2013-2014 shall begin no later than April 1, 2013.  
210  
211  
212  
213  
214  
215

- 216 B. The salary schedule is based upon a normal teaching load during normal teaching  
217 hours. No additional assignments other than prevailing practices at the time of the  
218 adoption of this contract shall be required of teachers.
- 219
- 220 C. Teachers shall work according to the negotiated school calendar.
- 221
- 222 D. A teacher engaged during the school day in negotiating on behalf of Association with  
223 any designated representative of the Board or participating in any professional  
224 negotiation, shall be released from regular duties without loss of salary, personal, or  
225 sick leave days.
- 226
- 227 E. A teacher shall be released from regular duties without loss of salary (or loss of  
228 leave days) for any county teachers' conferences or local area workshops, or other  
229 conferences as shall be expressly permitted by the Board of Education, or the  
230 Superintendent.
- 231
- 232 F. The cost for each routine physical exam required of teachers by the Board or by  
233 State or Federal programs or laws shall be at the Board's expense.
- 234
- 235

**ARTICLE IV - TEACHING HOURS**

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

263 noon hour period. Secondary teachers (7-12) shall have a scheduled duty-free  
264 lunch period in length as currently scheduled.  
265

266 D. When a school is closed due to severe weather, or when otherwise prevented by an  
267 Act of God, teachers need not report for duty. (Days beyond the two allowed by  
268 state law or regulation will be made up.) In the event of an early dismissal of the  
269 schools for reasons stated above, teachers will be released 10 minutes after all  
270 children have left the building. No teacher will lose a personal day or sick leave day  
271 when school is closed due to an inclement weather and/or any Act of God.  
272

273 E. The parties agree that all pupils shall receive the number of instructional hours to  
274 allow the District to qualify for full state aid. It is further agreed that the teacher work  
275 day as stated in Article IV, paragraphs A& B shall not be extended. In the event that  
276 scheduled days/hours are canceled and need to be made up to qualify for full state  
277 aid, the makeup time shall be scheduled at the conclusion of the school year or at an  
278 otherwise mutually agreeable time. In the event that the hours/days are no longer  
279 required to qualify for state aid, then the hours/days shall not be added.  
280

281 F. Elementary teachers with classes in excess of twenty (20) students are eligible for  
282 comp time if conferences are scheduled after regular teaching day. The purpose is  
283 to allow teachers to meet with parents who could not be scheduled during time  
284 allotted for parent/teacher days.  
285

286 G. Comp time is to be available to all teachers on a voluntary basis and would operate  
287 on a rotating seniority basis.  
288

- 289 1 class period (HS/ JH) = Equivalent amount of comp. time.
- 290 6 hours of comp. time - One full day
- 291 3 hours of comp. time - ½ day

292  
293 Teachers can accumulate 3 days of comp time per school year.  
294

#### 295 Accumulation of Comp. Time

- 296
- 297 1. Substituting for another teacher
- 298
- 299 2. Attending an I.E.P.C. meeting before school, or after school. Each I.E.P.C.  
300 meeting will equal 1 hour of comp time for teachers attending before or after  
301 school. Time will be earned in increments of fifteen (15) minutes.  
302
- 303 3. Saturday school supervision
- 304
- 305 4. Elementary teachers teaching a full period during itinerant time.
- 306
- 307 5. Emergency situations (principal's determination)  
308

309 Comp time may be used in the last 20 days of the school calendar, providing the  
310 day(s) or time used does not fall on a Monday or Friday, or is contiguous to a

311 holiday; and providing a substitute can be secured. There will be no carryover at the  
312 end of the year. Teachers would be paid at a substitute rate (100%) for any unused  
313 comp time or fraction of ½ day.

314  
315 Comp time will be subject to the same conditions/terms as Personal Leave.  
316

317  
318 **ARTICLE V - TEACHING LOADS AND ASSIGNMENTS**  
319

- 320 A. The standardized workweek in the senior high school will be 25 teaching periods and  
321 five unassigned preparation periods. The standardized workweek in the junior high  
322 school will be 25 teaching periods and five unassigned preparation periods and five  
323 team planning periods. Elementary teachers will have 4 unassigned preparation  
324 periods during their standardized workweek. The parties recognize that kindergarten  
325 preparation time will be proportional. No departure from these norms, except in case  
326 of emergency, shall be authorized without prior consultation with the Association.  
327

328  
329 Elementary itinerant schedules shall have a maximum limit of 33 sections per week,  
330 providing the schedule includes at least 6 Kdg. sections. The maximum limit is 32  
331 when including 5 Kdg. sections, 31 when including 4 Kdg. sections and 30 with 3 or  
332 less Kdg. sections. Itinerants shall also be allotted in their schedule an adequate  
333 travel time allowance when it is necessary to schedule classes at multiple schools on  
334 any given day. This shall not be considered “prep” time and may reduce the total  
335 number of sections scheduled.  
336

337 Elementary itinerant teachers assigned part-time shall have their pay percentages  
338 calculated as follows: Number of sections divided by 33, if the position includes at  
339 least 3 Kdg. sections. If less than 3 Kdg. sections are included, then the number of  
340 sections shall be divided by 30. For accounting purposes, calculations shall be  
341 rounded up to the nearest increment of .05.  
342

343 The parties mutually agree and understand that continuing flexibility with respect to  
344 arrangement of teaching periods, preparation periods, and the daily and weekly  
345 schedule is necessary for progress of education. The parties further mutually agree  
346 that the assignment of teaching periods, and time of preparation periods, and the  
347 remainder of the daily and weekly schedule shall be and remain the exclusive  
348 prerogative of the Board of Education.  
349

350 It is the agreement of the parties that the assignment of teachers shall continue to be  
351 the exclusive prerogative of the Superintendent of Schools, subject to the approval  
352 of the Board of Education.  
353

354 **ARTICLE VI - TEACHING CONDITIONS**  
355

356 The parties recognize that the availability of optimum school facilities for both  
357 student and teacher is desirable to ensure the high quality of education that is the  
358 goal of both teacher and the Board. It is also acknowledged that the primary duty

359 and responsibility of the teacher is to teach and that the organization of the school  
360 and the school day should be directed at insuring that the energy of the teacher is  
361 primarily utilized to this end.  
362

363 A. The Escanaba Area Board of Education recognizes the educational soundness of  
364 providing a pupil-teacher ratio of one teacher to 25 pupils in grades K-3 and one  
365 teacher to 32 pupils in grades 4-5. Efforts shall be made to enroll an equitable  
366 number of students in all sections of classes that are the same within a building or  
367 the District.  
368

369 B. A teacher, who believes that in his professional judgment a teacher overload  
370 condition, as defined herein exists, shall have the right to submit a written request to  
371 the building administrator to remedy the condition. The request shall include the  
372 reasons why, in his professional judgment, a teacher overload condition exists.  
373 "Teacher overload" is defined as the assignment of pupils to any teacher, which in  
374 his professional judgment is in excess of A., above, is excessive and detrimental to  
375 his effectiveness as a teacher and poses danger to the safety and well-being of  
376 other students.  
377

378 In the event that the 26<sup>th</sup> student in grades K-3 or the 33<sup>rd</sup> student in grades 4-5 has  
379 a personal aide, this is not considered an overload.  
380

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

- 383 Individual class size.
- 384 Combined student load.
- 385 Number of preparations.
- 386 Number of assignments.
- 387 Planning and preparation time.
- 388 Nature of the learning activities.
- 389 Professional or paraprofessional assistance.
- 390 Teaching equipment and materials.
- 391 Building space and facilities.
- 392 Nature of students.
- 393 Nature of course content.
- 394 Safety of students and staff.

395  
396 The building administrator shall refer the matter to a four (4) member panel,  
397 consisting of equal representation of Association and Administrative personnel to  
398 determine the validity of the claim. The panel shall consider the request, using the  
399 guidelines below, and make a recommendation to the Board.  
400

401 The panel and building administrator shall consider the following guidelines, among  
402 others, to remedy the situation:  
403

- 404 1. Transfer pupils to other classes.
- 405 2. Transfer pupils to other schools.
- 406 3. Provide additional professional assistance (part-time certified teacher).

- 407 4. Divide the overload into additional groups for teaching purposes.  
408 5. Schedule excess load on a double session basis.  
409

410 The Board agrees that the building administrator shall take the necessary steps to  
411 correct the condition according to the Board's decision.  
412

413 In the event the teacher is not satisfied with the disposition, he may lodge a  
414 grievance.  
415

416 C. The Board recognizes that appropriate texts, library reference facilities, maps  
417 and globes, laboratory equipment, audio-visual equipment, art supplies, athletic  
418 equipment, current periodicals, standard tests and questionnaires, and similar  
419 materials are the tools of the teaching profession. A joint teacher and  
420 administrative committee will confer from time to time for the purpose of  
421 improving the selection and use of such educational tools, and will make  
422 recommendations for consideration by the Board. The Board agrees at all times  
423 to keep the schools reasonable and properly equipped and maintained.  
424

425 D. The Board shall attempt to make available during the school day in each school  
426 adequate lunch room, restrooms and lounge facilities exclusively for teacher use  
427 and at least one room appropriately furnished.  
428

429 E. In schools where continuous cafeteria service for teachers is not available,  
430 vending machines for beverages, candy, gum, etc. will be installed at the request  
431 of the Association building representative, the location to be determined by the  
432 building principal.  
433

434 F. Telephone facilities shall be made available to teachers for reasonable use,  
435 subject to control by the building principal. All long distance calls shall be  
436 properly logged and arrangements made for compensation of any phone calls  
437 which shall be chargeable to the number involved.  
438

439 G. Adequate parking facilities shall be made available for teachers and shall be  
440 reserved for their exclusive use and to the extent it is practicable.  
441

442 H. Notwithstanding their employment, teachers shall be entitled to full rights of  
443 citizenship, and no religious or political activities of any teacher, or the lack  
444 thereof, shall be grounds for any discipline or discrimination with respect to the  
445 professional employment of such teacher. The private and personal life of any  
446 teacher is not within the appropriate concern or attention of the Board, provided,  
447 however, that any private or personal conduct which becomes public, or a matter  
448 of reputation, and adversely affects either the teacher, the schools or the  
449 children, shall be an appropriate concern for the attention of the Board and  
450 Association.  
451

452 I. The provisions of this Agreement, and the wages, hours, and conditions of  
453 employment shall be applied without regard to race, creed, religion, color,

454 national origin, age, sex, marital status or membership in, or association with, the  
455 activities of an employee organization.

456  
457 **ARTICLE VII - VACANCIES, PROMOTIONS, AND TRANSFERS**  
458

- 459 A. Transfers of employees and the filling of vacancies in professional positions shall be  
460 the prerogative of the Board. Transfers and filling of vacancies shall be made in the  
461 best interest of education.  
462
- 463 B. A request by a teacher for transfer to a different class, building, or position shall be  
464 made in writing, on forms furnished by the Board, one copy of which shall be filed  
465 with the Board and one with the Association. The request shall set forth reasons for  
466 the transfer, the school, grade, or position sought, and the applicant's academic  
467 qualifications. Such request shall be reviewed annually by the Superintendent.  
468
- 469 C. Any special federal, state, or local aid program being considered for adoption by the  
470 District shall be brought to the attention of the Association. The parties shall  
471 negotiate wages, hours, and working conditions of any federal, state, or local aid  
472 program adopted by the Board if within this bargaining unit.  
473

474 **ARTICLE VIII - SABBATICAL LEAVE**  
475

- 476 A. Teachers who have been employed for seven (7) years consecutively by the Board  
477 may be granted a sabbatical leave for professional improvement for up to one (1)  
478 year. It is agreed that professional improvement includes full time attendance at a  
479 college, university, or other educational institution at the graduate or undergraduate  
480 level in a course of study related to his or her assignment in this school district, and  
481 travel which will improve the teacher's ability to teach.  
482
- 483 B. In order to qualify for such sabbatical leave a teacher must hold a permanent,  
484 continuing, professional, or life teaching certificate.  
485
- 486 C. During said sabbatical leave, the teacher shall be considered to be in the employ of  
487 said Board, shall have a contract and will be paid 50% of his full salary plus fringe  
488 benefits, provided, however, the Board shall not be held liable for death or injuries  
489 sustained by any teacher while on sabbatical leave. The teacher guarantees to the  
490 Board that he will return for at least two (2) full years of service following the  
491 sabbatical leave. Failing to return for the specified time of service, he shall  
492 reimburse the Board his salary and the cost of fringe benefits incurred during his  
493 leave.  
494
- 495 D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent  
496 on such leave in accordance with the rules and regulations established by the  
497 Michigan Public School Employees Retirement Board.  
498
- 499 E. A teacher returned from sabbatical leave shall be restored at least to his teaching  
500 position or to a position of like nature, seniority, status, and pay.

501 F. Sabbatical leave may be granted to two (2) teachers during each year of the  
502 contract. Teachers requesting this leave shall submit their request in written form to  
503 the Board. The final decision shall be made by the Board.  
504

505 G. A leave of absence, without pay, benefits and salary advancement, and without loss  
506 of seniority, salary placement or sick leave accrued to the date of starting leave shall  
507 be granted upon written application, after two years of employment, made prior to  
508 May 1 of the contract year preceding the leave for the purpose of serving as an  
509 officer of the Michigan Education Association or the National Education Association.  
510 Leave will be granted for one (1) year, and will be granted for one (1) additional year  
511 upon written application, provided request is made no later than May 1 of the year of  
512 the initial leave. The employee shall notify the Board by May 1 of his year of leave of  
513 his intentions to return to employment, or has resigned.  
514

### 515 **ARTICLE IX - LEAVE PAY**

516  
517 A. All teachers absent from duty on account of personal illness, including absences  
518 due to maternity, or because of death or illness in the immediate family, shall be  
519 allowed full pay for a total of twelve (12) in any school year. Such days, to the  
520 extent unused, may accumulate to a maximum base figure of 180 days. Once  
521 such maximum base figure of 180 days has been reached, any of the 12 days  
522 not used as provided for above shall be deleted. (However, a new 12 days shall  
523 be allotted to the teacher at the beginning of the next school year, subject to the  
524 deletion at the end of such school year if not used.)  
525

526 B. Available sick leave shall be used in the following order by a teacher in any given  
527 year:  
528 1. First the 12 days allotted for each year shall be used;  
529 2. Next, the accumulated sick days shall be used; and  
530

531 C. A teacher will be given written verification, at the beginning of the school year, of  
532 the number of sick leave days available for the school year. A copy of such  
533 verification will be given to the Association at the same time, unless the teacher  
534 has filed a written objection with the Superintendent in advance.  
535

536 D. The term "immediate family" shall include the following: husband, wife, son,  
537 daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-  
538 law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren.  
539

540 E. In addition to the prescribed sick leave, each teacher shall be allowed an additional  
541 four (4) days per year, for personal business, death or sickness of more distant  
542 relatives not listed above, of friends, of religious observances, or time necessary to  
543 conduct personal business impossible to handle outside normal school hours  
544 provided notification is given in advance. Teachers shall receive 50% of substitute  
545 pay for any personal business days remaining unused at the end of each year.  
546

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

551  
552 If a person has applied for and been approved the use of personal business day(s)  
553 but is forced by extenuating circumstances to use the same day(s) instead of sick  
554 leave according to Article IX (A), the employee will be allowed to do so after the fact  
555 but only if verification of sick leave is provided (to the Superintendent and EEA  
556 President). Verification shall be the responsibility of the employee. In addition, if a  
557 person has applied for and been approved the use of a personal business day(s)  
558 and in the event school is canceled for any reason, the person shall not have that  
559 day(s) charged to his/her personal business day account.

560  
561 F. Upon suspected abuse of sick leave, the employee may be subject to progressive  
562 discipline by the Superintendent, which may include proof of illness by a physician  
563 after one warning.

564  
565 G. When sudden illness or emergency occurs which will prevent any teacher from  
566 reporting to school, a phone call indicating the reason\* for the absence, in  
567 accordance with practice, is all that is needed to arrange for a substitute teacher.  
568 The earliest notification possible will be appreciated. All teachers are to notify the  
569 central office.

570  
571 The absent teacher should contact the principal before the end of each school day  
572 for the duration of the absence to keep the substitute informed. (\*The term "reason"  
573 shall be defined as a statement of illness, personal leave, or emergency).

574

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

576  
577 A. Any teacher whose personal illness or period of maternity extends beyond the period  
578 compensated under Article IX may be granted a leave of absence, without pay, not  
579 to exceed one year with the option for annual renewal up to three years with the  
580 annual approval of the Board. If said teachers plans to return to the classroom the  
581 following year, the office of the Superintendent of Schools must be so informed in  
582 writing by June 1 unless the teacher provides written notice by June 1 that teacher's  
583 position will be considered vacant and a replacement hired.

584  
585 Should the teacher return to the classroom from such extended leave, he shall be  
586 assigned to the same or equivalent position. If a teacher is on a leave of absence of  
587 twelve (12) weeks or less, seniority will continue to accrue. If the leave of absence  
588 covered under this paragraph extends beyond twelve (12) weeks, seniority will not  
589 accrue.

590  
591 B. Absence from duty for the purpose of attending professional meetings or approved  
592 visitation at other schools, or court appearances as a witness or serving jury duty, or  
593 civic responsibilities, i.e., those duties applicable to elected or appointed positions at  
594 the local, state, or national level, such absences shall not be charged against one's

595 accumulated sick leave, nor personal business leave, and shall be so compensated  
596 for at full pay. Such absences from duty, other than those required as a witness or  
597 juror, shall be limited to five (5) days. The number of such days may be extended at  
598 the discretion of the Superintendent following a request for such an extension. Jury  
599 duty will be compensated at the differential between jury duty pay and the teacher's  
600 daily pay.

601  
602 C. A military leave of absence shall be granted to any teacher who shall be inducted for  
603 military duty in any branch of the armed forces of the United States. Upon return  
604 from such leave, a teacher shall be placed at the same position on the salary  
605 schedule as he would have been had he taught in the district during such period,  
606 and shall receive all rights and benefits accorded by State and Federal law. No such  
607 leave shall accumulate.

608  
609 In the event that a teacher is called to active duty as a member of the Michigan  
610 National Guard, the district shall pay the teacher the difference between the Guard  
611 pay and the teacher's regular classroom salary. Such payment shall be for a period  
612 not to exceed five days annually.

613  
614 D. A leave of absence without pay and without seniority accrual may be granted, not to  
615 exceed one year, with options for annual renewal of up to three (3) years for any  
616 reason, including securing or engaging in other employment with the annual  
617 approval of the Board.

618  
619 E. Leaves of absence without pay shall be granted at the discretion of the Board of  
620 Education, upon application, for the following purposes:

- 621  
622 1. Study related to the teacher's license field.  
623  
624 2. Study to meet eligibility requirements for a teaching license other than that  
625 held by the teacher.  
626  
627 3. Study, and research, or special teaching assignments involving probable  
628 advantage to the school system.

629  
630 Seniority on the salary schedule will continue during the period of absence.

631  
632 F. The Board may not discriminate against any teacher for campaigning for, or serving  
633 in, a public office. The Board shall grant a leave of absence without pay or  
634 increment to any teacher to campaign for, or serve in, in a public office.

635  
636 Leave of absence in public office is limited to one term or two years, whichever is  
637 less.

638  
639 G. The Board agrees to grant the Association a maximum of twenty-five (25) days leave  
640 per year for officers of the Association to attend conferences, provided forty-eight  
641 (48) hours' notice is supplied to the Board or its designee, and provided the Board or  
642 its designee approves the attendance.

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

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

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

**ARTICLE XI - TERMINAL LEAVE**

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

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

690 In both cases, the heirs of the teacher will be paid in the event of the death of the  
691 employee.  
692

693 Retirees can take their terminal leave to purchase service credit under the Internal  
694 Revenue code section 414 (h) (2). Payment will be made prior to the employee  
695 retiring. Any amount remaining will be paid out in three equal installments over a  
696 three-year period into an employer paid 403B Special Pay Plan. If the retiree has no  
697 purchase of service credit, then the terminal leave payment will be paid in three  
698 equal installments over a three-year period into an employer paid 403 (b) Special  
699 Pay Plan. The 403 (b) Special Pay Plan will be sponsored by Valic.  
700

701 B. Whenever a teacher plans retirement, notification of intent to retire early is to be  
702 submitted to the administration no later than March 1 of the year previous to such  
703 retirement so that terminal leave pay can be projected and properly budgeted. If  
704 such notification is not given, the teacher may be required to forfeit the right to  
705 terminal leave pay unless early retirement is necessitated by illness or other  
706 emergency. A final decision will be made by a joint committee of the Association  
707 and Administration.  
708

709 C. Early Retirement Compensation: A teacher who has acquired a minimum of ten (10)  
710 years of service in the Escanaba Area School System and who will meet state  
711 requirements for retirement by September 1 of the school year may at his or her  
712 option request early retirement. Retirement as used in this policy shall mean  
713 severance of active employment with the Escanaba Area Public Schools and  
714 verification to the Board of an application from the teacher to the Michigan Public  
715 Schools Employees' Retirement System for retirement benefits of said retirement  
716 system. The affected teacher will notify the Superintendent of Schools of his or her  
717 early retirement in writing no later than March 1 prior to the next school year when  
718 such retirement will take effect. If a teacher decides to retire after March 1, but  
719 before October 31, his or her request for early retirement incentive must be agreed  
720 to by both the Board and the Association. Applicants who do not notify the Board by  
721 March 1 or obtain the mutual consent of the Board and the Association shall not be  
722 eligible for the benefits outlined in this policy.  
723

724 Qualified retirees shall receive One Hundred Fifty (\$150.00) Dollars per month from  
725 the Board, beginning on September 1 of the first school year of their retirement, for a  
726 period not to exceed six (6) years. The first payment shall be made on the  
727 appropriate September 1 and subsequent payments shall be made on the first of  
728 each month thereafter. If the first payment will jeopardize retirement benefits, it will  
729 be delayed thirty (30) days. A lump sum payment may be elected and will be paid  
730 January 1 of each year covering the period of time from September 1 to October 31.  
731

732 The \$150.00 monthly benefit can be applied toward the payment of health insurance  
733 in effect under the Master Agreement between the Board and the Association at the  
734 time of applicable benefits if the retiree submits such a request in writing and is  
735 eligible for coverage under the group health insurance then in effect.  
736

737 In the event of death of the retiree prior to his or her 6<sup>th</sup> year, benefits will be paid to  
738 the retiree's spouse, if any, or dependent, if any, as defined by the I.R.S. for the  
739 same amount of time as it would had the teacher lived throughout the period.  
740

741 If a Michigan court, following exhaustion of all available state appeals, rules that  
742 early retirement incentive plans are in violation of law, then the Early Retirement  
743 Incentive Program described in this policy shall be null and void. In such case, the  
744 retirees shall have no cause of action against the Board whatsoever.  
745

746 Persons retiring due to a medical disability which qualified them for retirement  
747 benefits from the Social Security Administration, the State Retirement Board,  
748 Workers' Compensation, or any Board provided disability insurance are not eligible  
749 to qualify for benefits under this policy. Once a person is receiving benefits through  
750 this policy, however, no subsequent disability will adversely affect those benefits.  
751 The rights of any retiree and the benefits to be paid to the retiree shall be only those  
752 specifically set forth herein. Such rights or benefits shall not be altered if this Policy,  
753 or any amendment or replacement thereof, should be changed in any way in the  
754 future.  
755

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

758 The Board, by payment of the monthly amounts required hereunder, shall be  
759 relieved from all liability with respect to any benefits provided in this policy. The  
760 retiree's benefits and rights shall be specifically limited to the payment of the monthly  
761 amount provided for herein. The failure of any insurance company to provide any of  
762 the benefits which it has contracted for, for any reason, if such benefits are selected  
763 by the retiree, shall not result in any liability to the Board, nor shall such failure be  
764 considered a breach by the Board of any obligations or duties under this policy.  
765

## 766 **ARTICLE XII - INSURANCE PROTECTION**

- 767
- 768 A. The Board will provide to the employee MESSA(s) Choices II with a \$500/1000 In-  
769 Network/\$1000/\$2000 Out-of Network deductible, with a Co-payment option of \$20  
770 Office Visit/\$25 Urgent Care/\$50/Emergency Room; and with a Saver RX for  
771 prescription drugs for the contract period for the employee's entire family; provided,  
772 however, that the employee shall pay any and all deductibles required in such  
773 insurance plan or coverage. This insurance will be at the PAK rate. When  
774 appropriate, Medicare premiums will be paid on behalf of eligible spouses or their  
775 dependents. Board will pay the deductible amount into a Flexible Spending  
776 Account (FSA) on behalf of each employee pre-tax. The Board shall pay no more  
777 than 80% toward the costs of said insurance/deductible, with the employee  
778 paying the remaining 20%.  
779
- 780 B. The Board will provide dental services provided by Delta Dental, Plan E, with  
781 orthodontic rider (0-7), calling for payment up to 80% of dental charges. The Board  
782 shall pay 80% of the premium, with the employee paying 20% of the premium. This  
783 plan will include internal and external coordination of benefits.  
784

785 C. The Board will provide continuous coverage for MESSA Vision Care Plan 3 each  
786 school year. The Board shall pay 80% of the premium, with the employee paying  
787 20% of the premium. This plan will include internal and external coordination of  
788 benefits.

789  
790 D. The Board shall adopt the necessary resolution and do all those things necessary to  
791 provide the Association members a payroll deduction for the right to benefits of any  
792 tax deferred annuity program of any company who agrees to the payroll deduction of  
793 the school, and the two enrollment periods.

794  
795 E. The Board shall provide a \$75,000 Life Insurance Policy for each Association  
796 member for each of the three years under the Master Agreement (provided by  
797 MESSA with AD&D Rider). Any bargaining unit member retiring after July 1, 1990,  
798 will be entitled to the same Life Insurance benefits, paid by the Board, as the  
799 employees covered under this Master Agreement. Retirees after July 1, 1990 are  
800 entitled to same coverage up to the age of 70 paid by the Board.

801  
802 F. Each bargaining unit member shall have the right to freeze their sick leave benefits  
803 after the designated waiting period for both short-term disability and long term  
804 disability.

805  
806 G. The Board agrees to make available to members and their families long-term health  
807 care insurance offered by the Verity Insurance Company. The full cost of this  
808 insurance will be paid by the employee. In no case will the Board be liable for  
809 payment or other responsibilities that might be incurred other than payroll deduction.

810  
811 H. Any claim by an employee as to insurance benefits shall not be the basis of a  
812 grievance or subject to arbitration. The Board, by payment of any premium  
813 payments required to provide coverage as agreed upon, shall be relieved from all  
814 liability with respect to any insurance benefits provided in this Agreement. The  
815 failure of an insurance company to provide any of the benefits which it has  
816 contracted for, for any reason, shall not result in any liability to the Board, nor shall  
817 such failure to be considered a breach by the Board of any obligations or duties  
818 under this Agreement.

819  
820 I. Annuity. Pursuant to Section 125 of the Internal Revenue Code, each bargaining  
821 unit member for whom such contributions are made shall retain all nonforfeitable  
822 rights and control over the tax-deferred annuity plan.

823  
824 In lieu of health insurance, the employee shall receive in cash an amount set forth  
825 below. Such cash may be contributed to a TSA plan as allowed by federal law.

826  
827 As of 2011-2012, annuity amounts are:

828	Single Subscriber	\$274.28
829	Employee Spouse/Employee Child	\$ 96.61
830	No health	\$567.10

831

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

835  
836 Hold Harmless Clause With Respect to Annuity Options:

837  
838 If any additional tax liability is imposed as a result of the Board making an annuity  
839 option available, the individual employee shall be responsible for his or her additional  
840 taxes plus any interest or penalties due, and the employer shall be responsible for its  
841 share of the taxes due plus any interest or penalties due. The employer contribution  
842 shall be submitted by separate check paid directly to the annuity company on forms  
843 provided by the annuity company, as directed in written form by the employee. In  
844 the event of an individual employee's failure or refusal to make any payments as  
845 required above, the Board shall be held harmless and indemnified with respect to  
846 any additional taxes due plus interest and penalties, if any, arising from such  
847 employee's non-payment. Such representation of the Board shall be undertaken by  
848 legal counsel reasonably acceptable to the Board.

849  
850 J. Beginning with the 2011-2012 school year, any employee who chooses to take  
851 health care coverage shall contribute 20% towards the payment of the medical  
852 insurance costs (health, dental, vision) under a qualified 125 plan of the Internal  
853 Revenue Code. The Board reserves the right to implement a statutory insurance cap  
854 with regard to health insurance; or to vote to pay no more than 80% of medical  
855 benefit plans, as per Michigan P.A. 152 of 2011.

856  
857 **ARTICLE XIII - PROTECTION OF TEACHERS**

858  
859 A. Teachers shall be responsible for creating and maintaining conditions conducive to  
860 learning and discipline. If disruptive behavior becomes abnormally frequent in a  
861 teacher's classroom and the teacher excludes a student, the teacher upon request,  
862 will furnish the particulars of the incident in writing to the administrator and meet with  
863 the administrator and/or the student's parents if requested by the administrator. If  
864 the student or parent refuses to attend a conference, the teacher will be notified in  
865 writing by the administrator. Other steps may be taken to resolve the matter, such  
866 as a behavior plan.

867  
868 Whenever it appears that a particular pupil requires the attention of special  
869 counselors, social workers, law enforcement personnel, physicians or other  
870 professional persons, the Board will take reasonable steps in accordance with Public  
871 Act 11, to provide administrative assistance in the supervision of such student during  
872 the referral process.

873  
874 1. Since the teacher's authority and effectiveness in the classroom is  
875 undermined when students discover that there is insufficient administrative  
876 backing and support of the teacher, the Board and the administration  
877 recognizes its responsibility to give all reasonable support and assistance to  
878 teachers in student discipline and class control.

879

- 880 2. A teacher may temporarily exclude a pupil from class when the grossness of  
881 the offense, the persistence of the misbehavior, or the disruptive effect of the  
882 violation makes the continued presence of the student in the classroom  
883 intolerable as permitted by law.
- 884
- 885 3. If the judgment of a teacher is to be questioned by an Administrator, it shall  
886 be done privately and not in front of students.
- 887
- 888 4. The Board shall provide a statement of the rules, regulations and procedures  
889 governing discipline, suspension and expulsion of students. The statement  
890 shall be distributed during the first week of each school year.
- 891
- 892 B. Any case of assault upon a teacher shall be promptly reported to the Board or its  
893 designated representative. The Board may provide legal counsel to advise the  
894 teacher of his rights and obligations with respect to such assault and may render all  
895 reasonable assistance to the teacher in connection with handling of the incident by  
896 law enforcement and judicial authorities, as far as their investigation of the incident  
897 may warrant.
- 898
- 899 C. If any teacher is complained against or sued by reason of an action taken by the  
900 teacher against a student, the Board, after suitable investigation, may provide legal  
901 counsel and render all necessary assistance to the teacher in his defense provided  
902 the teacher is not in violation of Board policy, consistent with law and acting within  
903 the scope of his/her employment. Assistance may include indemnification of  
904 damages, fines or legal fees or other reasonable costs.
- 905
- 906 Time lost by a teacher in connection with an incident mentioned in this Article shall  
907 not be charged against the teacher as sick leave or as personal business leave.
- 908
- 909 D. After suitable investigation the Board will reimburse teachers for any loss, damage,  
910 or destruction of clothing or personal property of the teacher while on duty in the  
911 school or on the school premises not involving personal negligence on the part of the  
912 teacher. The Board will not substitute its responsibility for parental responsibility.  
913 If a teacher is injured while in the line of duty, free medical, surgical, or hospital care  
914 will be furnished by the Board at a designated hospital unless covered by Workers'  
915 Compensation. Time lost under such circumstance will not be charged against  
916 teacher's sick leave.
- 917
- 918 E. Affected teachers will be notified in advance if possible where appropriate and  
919 consistent with state or federal law, of a student's serious or chronic communicable  
920 disease. The Board shall provide in-service training in hygienic practices and  
921 management to teachers coming into contact with students having such  
922 communicable diseases.
- 923
- 924 F. Employees with drug or alcohol problems are encouraged to seek rehabilitation  
925 before such conditions adversely affect their employment. An employee shall not be  
926 disciplined merely for seeking treatment. The parties recognize that alcoholism is an  
927 illness to the extent defined by law.

928  
929 G. The Board and the teachers agree to comply with state law and Board policy as it  
930 relates to corporal punishment of students. Teachers will be provided copies of the  
931 corporal punishment policy during the first week of school. All teachers will be  
932 allowed input with regards to alternatives to corporal punishment. A teacher may  
933 use reasonable force, as allowed by law, he deems necessary to protect himself and  
934 others from harm; to remove or restrain a student to maintain a safe environment if  
935 the student refuses to discontinue his/her behavior after being asked; prevent the  
936 student from harm or from harming others; quell a disturbance that threatens injury  
937 to any person or; obtain possession of a weapon; or, protect property [MCL  
938 380.1312].

939  
940 H. Employees not covered under the Tenure Act (i.e. school social workers), shall  
941 not be disciplined, reprimanded, or reduced in compensation without just cause,  
942 and thus shall be provided an opportunity for a hearing before the Board. Any  
943 such discipline, reprimand or reduction in rank or compensation shall be subject  
944 to the professional grievance procedure hereinafter set forth. This section shall  
945 not apply to non-renewal of probationary staff.

946  
947  
948 **ARTICLE XIV - NEGOTIATION PROCEDURES**

949  
950 A. It is agreed that matters not specifically covered by this Agreement, but of common  
951 concern to the parties, shall be subject to professional negotiations between them  
952 from time to time during the period of this agreement. The parties undertake to  
953 cooperate in arranging meetings, selecting representatives for such discussions,  
954 furnishing necessary information and otherwise constructively considering and  
955 resolving any such matters.

956  
957 B. In the event the salary schedule is reopened for negotiation by either party, as  
958 provided in Appendix A, Salary Schedule paragraph 2 of this Agreement, the parties  
959 will promptly negotiate for the purpose of reaching an agreement upon a revised  
960 salary schedule. At least by April 1<sup>st</sup>, the parties will likewise begin negotiations for a  
961 new agreement covering wages, hours, terms, and conditions of employment of  
962 teachers employed by the Board.

963  
964 C. In any negotiations described in this Article, neither party shall have any control over  
965 the selection of the negotiating or bargaining representatives of the other party and  
966 each party may select its representatives from within or outside the school district.

967  
968 It is recognized that no final agreement between the parties may be executed  
969 without ratification by a majority of the Board of Education and by a majority of the  
970 membership of the Association, but the parties mutually pledge that representatives  
971 selected by each shall be clothed with all necessary power and authority to make  
972 proposals, consider proposals, and make concessions in the course of negotiations  
973 or bargaining, subject only to such ultimate ratification.

974

- 975 D. If the parties fail to reach an agreement in any such negotiations, either party may  
976 invoke the mediation procedures of the Michigan Employment Relations  
977 Commission, or take any other lawful means.  
978
- 979 E. During the first two weeks of each school quarter, the Association Professional  
980 Negotiating Committee and the Administrative Staff, together with a member of the  
981 Board of Education or its designee shall meet to discuss the administration of this  
982 Agreement and any problems under it which either party believes exist or may occur  
983 in the operation of the School District. The Superintendent of Schools or the  
984 chairman of the Professional Negotiating Committee shall be responsible for calling  
985 this meeting. An agenda shall be prepared by the parties covering the subjects to be  
986 discussed at least one week prior to the meetings.  
987

#### 988 **ARTICLE XV - GRIEVANCE PROCEDURE**

- 989
- 990 A. Definition of Grievance: A “grievance” is an alleged violation of the terms and  
991 provisions of this Agreement, including questions of interpretation of application of  
992 the terms and provisions of this Agreement, subject to the exceptions set forth  
993 below.  
994
- 995 B. Time Limitations: All time limitations herein shall consist of school days, and such  
996 limits may be extended only upon mutual written consent of the parties. It is  
997 understood and agreed that the time limitations herein set forth shall be considered  
998 as substantive, and failure to conform to such limitations shall mean default by the  
999 party failing to conform.  
1000
- 1001 The failure of an aggrieved person to proceed to the next level of the procedure  
1002 within the time limits herein set forth shall be deemed to be an acceptance of the  
1003 decision previously rendered, and shall constitute a waiver of any future appeal  
1004 concerning that particular grievance.  
1005
- 1006 C. Purpose and Definitions: The purpose of this grievance procedure is to secure, at  
1007 the lowest possible administrative level, equitable solutions to problems which may  
1008 arise from time to time affecting the working conditions of teachers. Both parties  
1009 agree that these proceedings shall insofar as possible, be kept as informal and  
1010 confidential as may be appropriate at any level of the procedure. Nothing contained  
1011 herein shall be construed to limit the right of any teacher to discuss a matter  
1012 informally with any appropriate member of the administration. The term “aggrieved  
1013 person” is the person or persons, including representatives of the Association,  
1014 making the grievance.  
1015
- 1016 D. Procedure: In the handling and processing of a grievance the following procedures  
1017 shall apply:  
1018
- 1019 1. Step One. Any teacher who believes he has a grievance may present  
1020 such grievance, on an informal basis, with his immediate supervisor. A  
1021 representative of the Association Grievance Committee may be present at  
1022 this informal conference, if requested. If the grievance is not resolved, the

1023 matter shall be reduced to writing by the aggrieved person and submitted to  
1024 his supervisor within five (5) days from the time of the discussion between the  
1025 aggrieved person and his supervisor. In the event the grievance involves  
1026 more than the aggrieved person or is filed by the Association, it must be filed  
1027 with the appropriate supervisor who could remedy the alleged grievance. No  
1028 grievance shall be processed unless it is presented at Step One within fifteen  
1029 (15) days of its occurrence or of the date upon which it reasonable should  
1030 have become apparent.

1031  
1032 Within ten (10) days after the presentation of the written grievance, the  
1033 supervisor shall give his answer in writing to the aggrieved person or to the  
1034 Association, whichever shall have submitted the written grievance. The  
1035 grievance shall be submitted to the supervisor on the forms provided for such  
1036 purpose, shall be signed by the “aggrieved person”, and shall specify the  
1037 nature of the alleged violation, misinterpretation or misapplication, including  
1038 specific references to the sections of this Agreement allegedly involved.

1039  
1040 2. Step Two. In the event the grievance is not settled at Step One, whether  
1041 because of dissatisfaction with the written decision of the supervisor by the  
1042 aggrieved person or by failure on the part of the supervisor to render a  
1043 decision within the time provided, the aggrieved person may refer the matter  
1044 to the Association president or Association Grievance Committee who shall  
1045 refer the grievance, in writing, to the Superintendent of Schools within five (5)  
1046 days after the date of the answer by the Superintendent (or his designee) at  
1047 Step One of this procedure, or within five (5) days after the date of the answer  
1048 of the supervisor was due. The Superintendent of Schools or his designee  
1049 shall represent the Administration in the handling of the grievance procedure  
1050 at this level, and within ten (10) days after receiving the written grievance, he  
1051 shall meet with the aggrieved person in an attempt to resolve the grievance.  
1052 Within five (5) days after the conclusion of such meeting, the Superintendent  
1053 shall provide to the aggrieved person and the Association President a written  
1054 answer to the grievance. A representative of the Association may be present  
1055 at the meeting between the Superintendent and the aggrieved person, if  
1056 requested by the aggrieved person.

1057  
1058 3. Step Three. If the alleged grievance is not settled at Step Two, it may be  
1059 referred in writing to the Secretary of the Board of Education within five (5)  
1060 days after the answer by the Superintendent in Step Two. Such grievance  
1061 shall state with specificity and in detail the nature of the grievance, including  
1062 referenced to the provisions of the Master Agreement claimed to have been  
1063 violated or misinterpreted. The Board, or a committee thereof, shall hold a  
1064 hearing or otherwise investigate the grievance or prescribe such other  
1065 procedures as it may deem appropriate for consideration of the grievance.  
1066 The Association shall have an opportunity to present its views to the Board or  
1067 committee at this step. The Board, or a committee thereof, shall render a  
1068 decision on the grievance and present it, in writing, to the Association within  
1069 fifteen (15) days after the matter was referred to the Board of Education, as  
1070 therein provided.

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

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

The arbitrator has no authority except to pass upon alleged violations of the provisions of this Agreement, and to determine disputes involving the application or interpretation of such provisions; and shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. The arbitrator shall not render any decision which would require or permit action in violation of the applicable School Laws and Regulations of the State of Michigan.

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

E. Subjects Excluded From Grievance Procedure:

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

1. Any complaint or dispute involving the discharge, termination, demotion of a teacher shall not be subject to the grievance and arbitration provisions if that

1118 teacher's case qualifies for jurisdiction and could be heard pursuant to the  
1119 Teachers Tenure Act.

1120  
1121 2. Any non-renewal of a probationary teacher's employment, or termination of a  
1122 probationary teacher.

1123  
1124 3. Any claim or complaint for which there is established another remedial  
1125 procedure or forum established by law, including alleged disputes within the  
1126 jurisdiction of the Equal Employment Commission; Civil Rights Commission;  
1127 Michigan Employment Relations Commission or Michigan Tenure  
1128 Commission.

1129  
1130 4. Any action, order or regulation of the Board governed by Article I, paragraph  
1131 D of this Agreement, or governed by Article IIB of this Agreement.

1132  
1133 5. Any policies, rules or regulations of the Board, except if the same shall  
1134 directly relate to wages, hours, and conditions of employment.

1135  
1136 F. Class Grievance:

1137  
1138 If, in the judgment of the Association Grievance Committee, grievance affects a  
1139 group or class of teachers, the Association Grievance Committee may submit such  
1140 grievance in writing, to the Superintendent of Schools directly, indicating the same to  
1141 constitute a class grievance, and the processing of such grievance shall be  
1142 commenced at Step Two of the grievance procedure. Such grievance shall be  
1143 designated as a "class grievance" and the class affected shall be designated.

1144  
1145 G. Documentation:

1146  
1147 Copies of all written decisions of grievance shall be sent to all parties involved and  
1148 the Association president. Forms for filing grievances, serving notices, taking  
1149 appeals, making reports and recommendations and other necessary documents  
1150 shall be jointly prepared and given appropriate distribution by the Superintendent to  
1151 facilitate operation of the grievance procedure.

1152  
1153 H. General Provisions:

1154  
1155 In the event a grievance is filed on or after June 1<sup>st</sup>, which, if left unresolved until the  
1156 beginning of the following school year could result in irreparable harm to a party in  
1157 interest, the time limitations herein set forth shall be, insofar as practicable, reduced  
1158 so that the grievance procedure may be completed prior to the end of the school  
1159 terms or as soon thereafter as is practicable, and references to days shall be, in  
1160 such event, deemed to be calendar days.

1161  
1162 The filing of any grievance shall in no way interfere with the right of the Board to  
1163 proceed in carrying out its management responsibilities, subject to the final decision  
1164 of the grievance. In the event the alleged grievance involves an order, requirement,  
1165 regulation or similar rule or procedure, the aggrieved person shall fulfill or carry out

1166 such order or requirement pending the final decision of the grievance procedure. No  
1167 teacher may be represented by any teacher organization other than the Association  
1168 in any grievance procedure initiated pursuant to this Agreement.  
1169

1170 The time limitations with regard to presenting grievances at Step One, Step Two,  
1171 Step Three, and Step Four of the grievance procedure shall be deemed to be of the  
1172 essence. Accordingly, failure by the aggrieved person or the Association to comply  
1173 and conform with such time limitations shall be deemed a waiver of the grievance,  
1174 and such waiver shall be deemed to be with prejudice and without right for refileing or  
1175 reinstatement of the grievance.  
1176

1177 Any grievance occurring during the period between the termination date of this  
1178 Agreement and the effective date of a new agreement shall not be processed, but  
1179 may be the subject of negotiations. Any grievance which arose prior to the effective  
1180 date of this Agreement shall not be processed.  
1181

1182 No back pay shall be awarded for any period prior to five (5) days before the filing of  
1183 a written grievance. No claim for back wages shall exceed the amount of wages the  
1184 teacher would otherwise have earned at his regular rate. Any settlement of a back-  
1185 pay claim shall be limited to the amount of wages the employee would otherwise  
1186 have earned from his regular employment with the district, less any wages earned  
1187 during the time he is off work.  
1188

1189 It shall be the general practice of all parties of interest to process grievances during  
1190 times when such procedures do not interfere with assigned duties.  
1191

1192 All documents, communications and records dealing with the processing of a  
1193 grievance shall be filed separately from the personnel files of the participants.  
1194 Access shall be made available to records of all information necessary to a  
1195 determination and processing of a grievance, and teachers' personnel files shall be  
1196 examined by the Association only upon prior written approval of the teacher affected  
1197 submitted to the Superintendent of Schools.  
1198

1199 During the term of this grievance procedure there shall be no strike or lock-out. The  
1200 Board of Education and the Association agree they will not permit, direct, encourage,  
1201 or support any actions prohibited herein.  
1202  
1203

1204 I. Rights of Teachers to Representation:  
1205

- 1206 1. No reprisals of any kind shall be taken by the Board or by any member of the  
1207 administration against any party in interest, any School Representative, any  
1208 member of the Association Grievance Committee, or any other participant in  
1209 the grievance procedure by reason of such participation.  
1210
- 1211 2. Any party in interest may be represented at all stages of the grievance  
1212 procedure by a person of his own choosing, except that he may not be  
1213 represented by a representative or by an officer of any teacher organization

1214 other than the Association. When a teacher is not represented by the  
1215 Association, the Association shall have the right to be present and to state its  
1216 views at all stages of the grievance procedure. Individuals may not arbitrate  
1217 grievances.  
1218

1219 3. Nothing contained herein shall be construed to prevent any individual teacher  
1220 from presenting a grievance and having the grievance adjusted without  
1221 intervention of the Association, if the adjustment is not inconsistent with the  
1222 terms of this Agreement, provided that the Association has been given  
1223 opportunity to be present at such adjustment.  
1224

1225 J. Miscellaneous:  
1226

1227 1. Decisions rendered at Levels One, Two or Three of the grievance procedure  
1228 shall be in writing setting forth the decision and the reasons therefore and  
1229 shall be transmitted promptly to all parties in interest and to the Chairman of  
1230 the Association Grievance Committee.  
1231

1232 2. All documents, communications and records dealing with the processing of a  
1233 grievance shall be filed separately from the personnel files of the participants.  
1234

1235 3. Forms for filing grievances, serving notices, taking appeals, making reports  
1236 and recommendations, and other necessary documents shall be jointly  
1237 prepared and given appropriate distribution by the Superintendent so as to  
1238 facilitate operation of the grievance procedure.  
1239

1240 **ARTICLE XVI – MISCELLANEOUS PROVISIONS**  
1241

1242 A. No polygraph or lie detector device shall be used in any investigation of any teacher  
1243 without his consent.  
1244

1245 B. To fulfill state requirements, professional development days for teachers may be  
1246 held on scheduled instruction days, non-session days, or Saturdays which are not  
1247 part of holiday weekends.  
1248

1249 Each teacher who attends a District sponsored professional development day on  
1250 non-session days or a Saturday will receive a stipend equal to one day of substitute  
1251 pay per session/day.  
1252

1253 Payment to each teacher will be made by separate check at the end of the school  
1254 year.  
1255

1256 The District will seek approval for CEUs for district sponsored professional  
1257 development days.  
1258

1259 C. This Agreement shall supersede any rules, regulations or practices of the Board  
1260 which shall be contrary to or inconsistent with its terms. It shall, likewise, supersede  
1261 any contrary or inconsistent terms contained in any individual teacher contracts then

1262 in effect. All future individual teacher contracts shall be made expressly subject to  
1263 the terms of this Agreement. The provisions of this Agreement shall be incorporated  
1264 into and be considered part of the established policies of the Board.  
1265

1266 D. Copies of this Agreement shall be printed at the expense of the Board and presented  
1267 to all teachers now employed or hereafter employed by the Board.  
1268

1269 E. If any provision of this Agreement or any application of the Agreement to any  
1270 employee or group of employees shall be found contrary to the law, then such  
1271 provision or application shall not be deemed valid and subsisting except to the extent  
1272 permitted by law, but all other provisions or application shall continue in full force and  
1273 effect.  
1274

1275 F. Teachers of the school district may accept work outside the school system but not  
1276 during school hours, provided such work does not in any way interfere with the  
1277 performance of the teacher's school duties; provided such work does not conflict  
1278 with school activities; in accordance with existing policies and practices.  
1279

1280 G. Payroll deductions are available upon request for any of the following reasons:

- 1281
- 1282 1. For savings or payment of loans to the Delta County Teachers' Credit Union.
  - 1283 2. For a tax sheltered annuity program as agreed upon by the Association.
- 1284

1285 H. School will be closed November 15.  
1286

1287 I. Teachers may designate their bi-weekly pay checks be issued in 20 payments, 26  
1288 payments throughout the calendar year, or 20 payments with a lump sum on the last  
1289 working day.  
1290

1291 J. Hepatitis B vaccinations, if required, shall be paid for by the Board.  
1292

#### 1293 **ARTICLE XVII - AGENCY SHOP**

1294

1295 Each bargaining unit member, shall as a condition of employment on or before  
1296 thirty (30) days from the date of commencement of duties or the effective date of  
1297 the Agreement, whichever is later, join the Association or pay a service fee to the  
1298 Association equivalent to the amount of dues uniformly required of members of  
1299 the Association, less any amounts not permitted by law. Effective starting with  
1300 the 2012-2013 school year, the Escanaba Education Association shall take  
1301 responsibility for the collection of its own union dues.  
1302

#### 1303 **ARTICLE XVIII - STUDENT TEACHERS**

1304

1305 A. The acceptance of any student teacher by a teacher shall be voluntary.  
1306

1307 B. The supervising teacher shall be paid, in addition to his or her contractual salary,  
1308 that sum in total as provided by the participating University or College for each eight  
1309 week period.

1310 C. The student teacher may not be used as a substitute teacher.  
1311

1312

1313

#### ARTICLE XIX - REDUCTION IN PERSONNEL AND RECALL

1314

1315 A. The Board shall prepare a seniority list by grade and subject area and transmit same  
1316 to the Association on or before October 1 of each contract year. A lottery (drawing  
1317 of names) shall be instituted for those bargaining unit members hired with the same  
1318 first date of employment. Association and administration representatives and the  
1319 employees involved may be present at the lottery. Individuals who are hired to fill  
1320 additional sections or classes on a semester to semester basis shall not accrue  
1321 seniority for work in such positions. Within ten (10) days after posting of the seniority  
1322 list, any objections to the list shall be forwarded. Thereafter, the list shall be final  
1323 and conclusive for that year.

1324

1325 B. Teachers who are laid off shall suffer no loss of sick leave benefits or seniority  
1326 accrued for that contract year.

1327

1328 C. Teachers who are laid off during a contract year shall be considered having  
1329 completed the contract year for purposes of placement on the salary scale. No  
1330 salary scale advancement shall be granted if recalled during the same contract year.

1331

1332 D. Upon recall, all accrued benefits in Escanaba shall be restored to the employee.

1333

1334 E. Employees shall be notified of recall by registered letter and shall have fifteen (15)  
1335 calendar days to respond. If he does not respond by that time, he shall be  
1336 considered resigned.

1337

#### ARTICLE XX - EXPERIMENTAL AND INNOVATIVE PROGRAMS

1338

1339

1340 A. School Crisis Response Team

1341

1342 1. Participation at any level will be totally voluntary, with the exception of any  
1343 employee whose duties are directly related to those of the team.

1344

1345 2. Any training, materials, or instruction will be provided by the Board as  
1346 necessary.

1347

1348 3. Teacher volunteers, including those teachers while out of their assigned room  
1349 in reacting to the crisis, will be indemnified for any liability resulting from their  
1350 participation on the team, or substituting for a team member, except in cases  
1351 of gross negligence or willful misconduct.

1352

#### ARTICLE XXI - SCHOOL IMPROVEMENT PROGRAM

1353

1354

1355 A. In the event that the Board of Education studies and implements a school  
1356 improvement plan, no part of such a plan will be implemented if it violates,  
1357 contradicts, or is inconsistent with the terms and provisions of this Agreement.

1358 B. The superintendent or designee shall submit a progress report on SIP to the EEA at  
1359 the second and fourth quarterly conference.

1360  
1361 C. 1. Participation in the School Improvement Program is to be voluntary at all  
1362 levels. No assignments or committee responsibilities will be established or  
1363 directed without the teacher's consent.

1364  
1365 2. Non-participating teachers will in no way be subject to discrimination for  
1366 failure to participate.

1367  
1368 3. Each new school year the School Improvement Program Committee should  
1369 be encouraged to change to bring about new leadership and ideas.

1370  
1371

**ARTICLE XXII – LEAST RESTRICTIVE ENVIRONMENT**

1372  
1373  
1374 A. While the parties acknowledge the policy of Least Restrictive Environment is legally  
1375 mandated, they also recognize the extent to which any individual handicapped  
1376 student should participate in regular education programs and services must be  
1377 appropriate to that student's unique needs as determined by an individual IEPC on  
1378 an individual basis.

1379  
1380 B. Any teacher who will be providing instructional or other services to a handicapped  
1381 student in a regular education classroom setting shall be invited to participate in the  
1382 IEPC.

1383  
1384 C. The teacher shall have available the services deemed necessary by the IEPC.

1385  
1386 D. Except in life-threatening or extenuating circumstances, the general education  
1387 classroom teacher shall not be required to perform medical, hygiene or other non-  
1388 instructional procedures for students such as (but not limited to) suctioning,  
1389 catheterization, diapering, or attending to any personal hygiene or medical needs of  
1390 the student, except as would normally be undertaken as a teaching responsibility.

1391

**ARTICLE XXIII - MENTOR TEACHERS**

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

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G. Mentor Teachers shall be compensated \$500 per school year in which they work as a Mentor.

**ARTICLE XXIV - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2012 and shall continue in effect for until June 30, 2015 except, if by the commencement of school in September 2015, 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. The parties have agreed to a wage and insurance re-opener in the second and third years of this Agreement. In the absence of an agreement for years 2 and 3, the Board has the obligation to exercise its statutory rights in regard to wages/insurance for 2013-2014, 2014-2015.

**BOARD OF EDUCATION**

**MICHIGAN EDUCATION ASSOCIATION**

**ESCANABA AREA PUBLIC SCHOOLS**

**ESCANABA DISTRICT**

By: James L. Hermans  
Its: BOARD OF EDUCATION - PRESIDENT

By: Rhonda Martineau  
Its: EEA President

By: Cory Wilson  
Its: BOARD OF EDUCATION - SECRETARY

By: John Duff  
Its: EEA PV Chair

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**APPENDIX A - SALARY SCHEDULE**

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

2011-12 Schedule

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

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

- 1511            ***Ins. Bidding***  
1512            The district will comply with state requirements to bid health care insurance.  
1513
- 1514    C.        Payment of salary shall be according to existing schedule except that when any  
1515            payday falls during a vacation, then teachers shall receive pay for that period on the  
1516            last working day prior to vacation.  
1517
- 1518    D.        Newly hired teachers shall be placed on the salary schedule with full credit allowed  
1519            for:
- 1520
- 1521            1.        Teaching experience outside the Escanaba Area Public Schools not to  
1522            exceed five (5) years.  
1523
- 1524            2.        Interrupted teaching experience within the Escanaba Area Public Schools  
1525            shall be evaluated by the Superintendent of Schools for Board approval.  
1526
- 1527            3.        No credit shall be given for any teaching experience received or earned  
1528            before obtaining provisional certification.  
1529
- 1530            4.        Credit for placement on the salary schedule for teaching experience acquired  
1531            outside the Escanaba Area Public Schools shall be based on those years  
1532            performed under a contract in an accredited school with the teacher holding  
1533            State certification.  
1534
- 1535    E.        No teacher shall be hired at a base salary in excess of the existing salary schedule,  
1536            after proper determination as to previous experience and or special education  
1537            certification held.  
1538
- 1539    F.        In the case of the necessity of hiring a non-degree teacher for full time teaching, that  
1540            person shall be paid for one year at the rate of 90% of the beginning B.A. salary.  
1541
- 1542    G.        Nurses' salaries shall be 90% of the B.A. plus permanent certification using the  
1543            index of the salary schedule in Appendix A.  
1544
- 1545            Additional duties of nurses may be: giving eye exams to driver's education students,  
1546            assisting with sports physicals held at the high school, organizing immunizations  
1547            clinics, and the teaching of blood-borne pathogens.  
1548
- 1549            Comp time for nurses may be arranged for approval by the superintendent for the  
1550            same discretionary use as personal leave days.  
1551
- 1552            Nurses will be given a minimum of sixty (60) calendar days notice before termination  
1553            of employment.  
1554
- 1555    H.        Advancement of the Schedule:  
1556
- 1557            Teachers completing the necessary number of eligible credit hours for advancement  
1558            to the next higher schedule may make application for such consideration as soon as

1559 official grades, transcript, etc., have been received. Such application will be  
1560 forwarded, on the appropriate form, to the office of the Superintendent together with  
1561 the necessary supporting transcripts. Courses taken for advancement on the salary  
1562 schedule must be related to the teacher's assignment or to inter-related disciplines  
1563 within the scope of the major or minor fields.

1564  
1565 Guidelines used in the evaluation of such applications are as follows:  
1566

1567 1. B.A.+ Certification and M.A. +15  
1568

- 1569 a. Only those courses taken after full provisional certification are  
1570 applicable for advanced schedule credit.  
1571  
1572 b. Graduate credit courses of the candidate's own choice may be  
1573 counted. They do not have to be in a planned program.  
1574  
1575 c. Undergraduate credit courses must have the written approval of the  
1576 Credentials Evaluation Committee before enrollment. Such requests  
1577 will generally be allowed only when the undergraduate course is  
1578 directly related to the person's teaching assignment. To secure this  
1579 approval, file a written application in triplicate on the appropriate form  
1580 which is available in your school office. Send such application to the  
1581 office of the Superintendent clearly marked "Attention of Credentials  
1582 Evaluation Committee".  
1583

1584 2. M.A. +30  
1585

- 1586 a. All hours beyond the M.A. +15 must be on the graduate level and  
1587 should be related to one's own area of teaching assignment or in  
1588 preparation for a specific future assignment in the system. Any course  
1589 not included in a degree program (i.e. second master's program) must  
1590 be approved by the committee. In order to secure approval, a written  
1591 application should be submitted as in (1-c). In cases where there may  
1592 be question, doubt, or where committee action is indicated concerning  
1593 the application, the Superintendent and the Board of Education.  
1594

1595 Teachers completing the necessary number of eligible credit hours for  
1596 an advancement to the next higher schedule may make an application  
1597 as soon as work is completed. They will be placed on the next higher  
1598 schedule immediately upon confirmation (i.e., statement from the  
1599 Superintendent's Office verifying completion of required work), and  
1600 retroactive to approval by Credentials Committee.  
1601

- 1602 I. Mileage paid to itinerant teachers and bargaining unit members for approved travel  
1603 shall be at the current Federal Rate.  
1604

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

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- A. Upon receipt of a statement of credit earned in an extension course offered by an accredited college or university in Escanaba, Marquette, or any other public institution in Michigan, the Board will pay 75% of the tuition cost for up to 3 credits per school fiscal year. For any other institution the Board will pay 75% of the average between the highest cost and the lowest cost for graduate level courses of the same nature of the two relevant Michigan public universities or colleges. This includes any credits earned for job-related educational expenses.  
  
The board will file a 1099 Form for such educational expenses upon request of the employee. The Board shall reimburse the employee by separate check. Any subsequent tax obligation will be the responsibility of the employee.
- B. Teachers who receive an increase in salary by reaching a higher training level after summer school attendance shall receive both the increase as provided for in the salary schedule and the allowance for summer school attendance.
- C. Reimbursement of tuition will be made twice each year-at the first payday in March for courses taken during the first semester, and at the first payday in October for courses taken during the second semester or in summer session. The teacher must be in the employ of the Escanaba Area Public Schools at the time of reimbursement in order to receive it.
- D. For reimbursement the course work must be directly related to the teaching assignment or pre-approved by the Superintendent

**APPENDIX C - EXTRA DUTY PAY SCHEDULE**

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1. The District shall have the right to determine qualifications and hire individuals for all Appendix C positions. Seniority shall not be a factor for hiring.
2. Contracts for all Appendix C positions shall be signed annually for such positions.
3. Appendix C positions shall be posted as other teaching vacancies are in Article VII.

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

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

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

<u>Extra Duty</u>		<u>Percentage</u>
Football:	Jr. High Head Coach	4
	Jr. High Asst. Coach	3
	*9th Gr. Head Coach	6
	*9th Gr. Asst. Coach	5
	*J.V. Head Coach	7
	*J.V. Asst. Coach	6
	*Varsity Head Coach	10
	*Varsity Asst. Coach	7
Cheerleading:	Varsity Head Coach	5
(sideline)	J.V.Asst. Coach	3
	9 <sup>th</sup> Gr. Asst. Coach	3
Cheerleading:	Varsity Head Coach	5
(Competitive)	Asst. Coach	3
Wrestling:	Head Coach	10
	Asst. Coach	7

1680	Gymnastics:	Head Coach	10
1681		Asst. Coach	7
1682			
1683	Basketball-Boys:	7 <sup>th</sup> Grade	4
1684		8 <sup>th</sup> Grade	4
1685		9 <sup>th</sup> Grade	6
1686		J.V. Coach	7
1687		Varsity Head Coach	10
1688			
1689	Basketball-Girls:	7 <sup>th</sup> Grade	4
1690		8 <sup>th</sup> Grade	4
1691		*Freshman	6
1692		*J.V. Coach	7
1693		*Varsity Head Coach	10
1694			
1695	Tennis:	Head Coach-Boys	6
1696		*Head Coach-Girls	6
1697		Asst. Girls Coach	5
1698			
1699	Golf-Boys/Girls:	Head Coach	6
1700			
1701	Track:	Jr. High Head Coach	3
1702		Jr. High Asst. Coach	2.5
1703		Sr. High Head Coach	6
1704		Sr. High Asst. Coach	5
1705		*Sr. High Cross Country	6
1706		*Sr. High Asst. Cross Country	4.5
1707			
1708	Hockey:	Varsity Head Coach	10
1709		Varsity Asst. Coach	7
1710			
1711	Volleyball-Girls:	Varsity Head Coach	10
1712		J.V. Coach	7
1713		Freshman Coach	6
1714			
1715	Girls Softball:	Varsity Head Coach	6
1716		Asst. Varsity Coach	5
1717			
1718	Baseball	Varsity Head Coach	6
1719		Asst. Varsity Coach	5
1720			
1721	* \$150 for 2 per day practices each week and \$75 for 1 day practices for each week in the		
1722	summer for a maximum of three weeks.		
1723			
1724			
1725	Music:	Jr. High Band	5.5
1726		Elementary Honor Band	1.5
1727		Sr. High Band	7.5

1728		Jr. High Orchestra	2
1729		Sr. High Orchestra	3
1730		Elementary Orchestra	1.5
1731		Marching Band	4
1732		Flag Corp	2
1733		Sr. High Vocal Music	5
1734		Musical-Director of Music	4
1735		Musical-Director of Drama	4
1736		Secondary Jazz Band	2.5
1737			
1738	Class Advisors:	9 <sup>th</sup> Grade	2
1739		10 <sup>th</sup> Grade	2
1740		11 <sup>th</sup> Grade	3
1741		12 <sup>th</sup> Grade	3
1742			
1743	Clubs:	Chess Club	3.5
1744		National Honor	
1745		Society Chairperson	1.5
1746		"E" Club	2.5
1747		Key Club	4
1748		Ski Club	4
1749			
1750	All Other Jr. High:	Drama	2
1751		Student Council	2.5
1752		Cheerleaders	2
1753		Yearbook	2
1754		Girls Intramural Volleyball	1
1755		Intramural Basketball	1
1756		Intramural Wrestling	1
1757			
1758	All Other Sr. High:	Ticket Manager	6
1759		Escanaban	4.5
1760		Yearbook Advisor	5.5
1761		Bookstore	3.5
1762		H.S. Quiz Bowl	2
1763		Dramatics	4
1764		Forensics	2.5
1765		Youth in Government	3.5
1766			

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

5. Pay for employees working at athletic events:

	<u>Varsity</u>	<u>Junior Varsity</u>	<u>Freshmen</u>
1773 <b>Football Games</b>			
1774 Ticket Sellers & Takers,	\$11.00	\$8.00	\$8.00
1775			
1776 Official for "down box" and			
1777 the "chain gang"	\$15.00	\$9.00	\$9.00
1778			
1779 Scorekeepers	\$11.00	\$7.00	\$7.00

1780	<b><u>Basketball Games-Boys&amp; Girls</u></b>			
1781	Ticket Sellers & Takers	\$15.00	(west-Vars.-J.V.)	\$8.00
1782		\$13.00	(east-Vars.-J.V.)	
1783				
1784	Scorers/Timekeepers	\$15.00	\$9.00	\$9.00

1785				
1786	<b><u>Gymnastics &amp; Wrestling</u></b>			
1787	Ticket Sellers/Takers	\$10.50	(Vars.-J.V.)	
1788				
1789	Scorers/Timekeepers	\$8.00	\$8.00	\$8.00

1790				
1791	<b><u>Hockey</u></b>			
1792	Ticket Sellers/Takers	\$11.00		
1793	Scorers/Timekeepers	\$11.00		
1794	Goal Judges	\$6.00		

1795				
1796	<b><u>Volleyball-Girls</u></b>			
1797	Ticket Sellers/Takers	\$10.50	/ night (Var/JV/Frosh)	
1798	Single match only			\$8.00
1799	Scorers, Varsity	\$11.00		
1800	Scorers, J.V.		\$8.00	
1801	Scorers, Fr.			\$8.00

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1806 **Department Heads**

1807 Department heads will be paid at the following percentages of the base pay:

1808			
1809	a.	Department head with 2-5 members	6.5%
1810	b.	Department head with 6-9 members	7.0%
1811	c.	Department head with 10-13 members	7.5%
1812	d.	Department head with 14+ members	8.0%

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1814 The qualifications for department heads shall be as follows:

1815

- 1816 A. Bachelor's degree with major in the department or minor plus five (5) years in that
- 1817 department.
- 1818
- 1819 B. Minimum of five (5) years teaching experience on secondary level in the department.
- 1820
- 1821 C. Participation in course work, professional conference or workshops within the last
- 1822 three (3) years.
- 1823
- 1824 D. Submission of a one-page biography describing:
- 1825
- 1826 1. Experience which will be of benefit to the department.
- 1827 2. Goals considered important for the improvement of the department.

1828  
1829 E. Department heads shall be selected mutually by principals and by members of the  
1830 department for a three (3) year term at a department meeting. Notice of such  
1831 meeting shall be given to each department member five (5) days prior to the  
1832 department meeting. In the event an agreement cannot be reached by the mutual  
1833 parties, the applicant having a Master's Degree with the most seniority in the  
1834 department will become the department chairperson. If no teacher has a Master's  
1835 Degree, then the applicant with the most seniority will become the department  
1836 chairperson.

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1838 **Drivers Education**

1839 Driver education teachers will receive \$18 per hour for both behind-the-wheel and  
1840 classroom instruction.

1841  
1842 **Miscellaneous**

1843  
1844 A. Teachers will accept assignments in rotation to chaperone dances without additional  
1845 compensation. Principals will establish a system whereby teachers may volunteer  
1846 for the time most convenient for them.

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1848 B. Summer employment of members of extra duty staff shall be remunerated at the rate  
1849 of \$150.00 per week. Summer employment of teachers in a professional capacity  
1850 will be remunerated at a pro-rated amount of pay based upon the salary schedule in  
1851 Appendix A.

1852  
1853 C. No pay shall be received for extra duties for which time from the normal teaching  
1854 hours or normal teaching load has been made available. Payment, according to  
1855 Appendix C, shall be made only for those duties performed prior to the regular  
1856 school opening or after the dismissal time as set forth in Article IV of this Agreement.  
1857 Duties for which released time is made available shall not receive compensation  
1858 other than the regular salary.

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**Appendix D  
School Calendar 2012-2013**

<b>August 28, 2012</b>	<b>Teacher Professional Development Day</b>
<b>August 29, 2012</b>	<b>Teacher Professional Development – A.M. Teacher Work Day – P.M.</b>
<b>September 4, 2012</b>	<b>First Day of School for Students</b>
<b>October 19, 2012</b>	<b>Teacher Professional Development Day – ISD</b>
<b>November 02, 2012</b>	<b>End of Marking Period 1</b>
<b>November 09, 2012</b>	<b>No Classes – Parent/Teacher Conference Day</b>
<b>November 15, 2012 and November 16, 2012</b>	<b>No School – Deer Day and Day After</b>
<b>November 21, 2012 through November 23, 2012</b>	<b>No School – Thanksgiving Recess</b>
<b>December 24, 2012 – January 04, 2013</b>	<b>No School – Holiday Break</b>
<b>January 24, 2013</b>	<b>End of First Semester / Marking Period 2</b>
<b>January 25, 2013</b>	<b>No Classes – Teacher Records Day</b>
<b>February 18, 2013</b>	<b>No School – President’s Day</b>
<b>February 22, 2013</b>	<b>Teacher Professional Development Day – ISD</b>
<b>March 6, 2013 and March 7, 2013</b>	<b>Students – ½ Day – No P.M. Classes</b>
<b>March 28, 2013</b>	<b>End of Marking Period 3</b>
<b>March 29, 2013</b>	<b>No School – Good Friday</b>
<b>April 1, 2013 through April 5, 2013</b>	<b>No School – Spring Break</b>
<b>May 27, 2013</b>	<b>No School – Memorial Day</b>
<b>June 05, 2013</b>	<b>End of Second Semester / Marking Period 4 Last Day of School for Students</b>
<b>June 06, 2013</b>	<b>Teacher Work Day</b>

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