

MASTER AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE EAU CLAIRE PUBLIC SCHOOLS
AND
THE EAU CLAIRE EDUCATION ASSOCIATION MEA/NEA



2021-2022

2022-2023

2023-2024

(Approved August 16, 2021)

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**MASTER AGREEMENT
BETWEEN THE BOARD OF EDUCATION
AND THE EAU CLAIRE EDUCATION ASSOCIATION**

This Agreement was entered into on the 16th of August 2021 by and between the Board of Education of the Eau Claire Public Schools, Eau Claire, Michigan (the "Board"), and the Eau Claire Education Association/Michigan Education Association/National Education Association (the "Members").

The Board and the Association Members recognize and declare that providing a quality education for the children of Eau Claire is their mutual aim and that the character of such education depends predominantly on the quality and morale of the Members.

The Members are particularly qualified to assist in formulating policies and programs designed to improve education standards.

The parties have reached certain understandings which they desire to confirm in this Agreement and in consideration of the following mutual covenants, agree as follows:

**ARTICLE 1
RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in the Michigan Public Employment Relations Act (PERA), as amended, for all Bargaining Unit Employees, including the following personnel: classroom teachers (*i.e. tenure teachers, probationary teachers, special education teachers, intervention teachers, and specials teachers*), guidance counselors, social workers, and librarians.
- B. Association representation shall exclude the Superintendent, Principals, and any other personnel engaged in fifty percent (50%) or more of the time in supervision of professional personnel. Exceptions include teachers who have dual teaching and administrative responsibilities, and these members shall be represented by the Association in all matters that relate to their assigned duties.
- C. The term "Member" refers to all certified professionals or employees represented by the Association in the bargaining unit defined above.
- D. The term "Board" refers to the Board of Education of the Eau Claire Public Schools and where appropriate, to its Superintendent and administrative employees.

**ARTICLE 2
SCHOOL BOARD RIGHTS**

- A. All rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board following prior discussion with the Association. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control the District's business, equipment, and operations, and to direct its working forces and affairs.
 - 2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify, or change any work or business hours or days not in conflict with the specific provisions of the Agreement.

3. The right to direct the working forces, including the right to hire, promote, transfer, suspend and discharge, assign work (if outside the Member's classification, that assignment will be temporary and of a short duration), determine the size of the workforce, and to lay off Members.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods, and processes of carrying on the work or changes, and the institution of new and/or improved methods or changes.
5. Adopt rules and regulations.
6. Determine the qualifications of Members.
7. Determine the essential job functions required for the Members assignment. If it is necessary to evaluate a Member's ability to perform the essential job functions of the assignment, the Board shall seek appropriate medical opinion.
8. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities. In all of the foregoing changes the Board will first discuss with the Association such changes and the educational implications of those changes.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, and amount of supervision, as well as the table of organization provided in this Agreement.
11. Determine the policy affecting the selection and training of employees, providing that such selection shall be based on lawful criteria.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices, and the use of related judgment and discretion shall be limited only by the specific terms of this Agreement and then only to the extent such specific terms conform with the Constitutions and laws of Michigan and the United States.

Nothing in this Agreement shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the law.

ARTICLE 3 ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings and facilities other than during regular school hours for meetings, conferences, and other functions connected with the activities of the Association upon approval of the Building Principal, or Superintendent in absence of the Principal.
- B. The Association shall have membership on the school calendar committee and the school handbook committee. Because the school calendar is negotiable, except as may be regulated by law or identified as a prohibited bargaining subject, final approval of the school calendar committee's recommended calendar shall be subject to a ratification vote by the Association and the Board.
- C. The Association is guaranteed to have the first place for new business on the agenda for each regular Board meeting provided that:

1. The Association business has been submitted to the Superintendent or designee by no later than Wednesday noon preceding the regular Board meeting.
 2. The above indicated item(s) of business appear on the agenda of that Board meeting as Association business and not as business relative to any specific teacher or to any specific bargaining unit employee.
- D. The Association shall have the right to use the inter-building mail distribution procedure.

ARTICLE 4 ASSIGNMENTS

- A. The Superintendent has the sole right to assign Members to bargaining unit positions in which s/he qualifies.
- B. Written notification of assignment will be sent to Members by the Superintendent or designee.
- C. A position is defined as a designated assignment of a position, grade level and/or subject area(s) of a qualified member.
- D. A vacancy is defined as a position which is unoccupied and is to be filled when all Members otherwise employed by the District are assigned to other positions or are awaiting recall and not certified and qualified to fill the unoccupied position.

ARTICLE 5 MEMBER CONDITIONS

- A. Professional Day
 1. The reporting and dismissal times for Members shall be determined by the Administration. Members shall report to their assigned buildings no later than ten (10) minutes before the start of the first period of the student's day, and will be in their assigned position/buildings after the close of the student's day to attend to those matters which properly require attention at the time, including faculty meetings, consultations with parents, conferences, and meetings with Administration, or other matters as directed by the Administration except on days where a staff meeting is scheduled with a minimum of seven (7) days' advance notice.
 2. Regular Full Day: Members work Monday-Thursday 7:35-3:00
 3. On Fridays & the day before a holiday: Members are released w/students
 4. Monthly Building Staff Meetings: With at least seven (7) days notice, building staff meetings will extend Member's day from 7:35-4:00
 5. Other Meetings: A Member's day may be extended up to 4:00 p.m. for other meetings, pending mutual agreement between staff and administrators; or with a minimum of seven (7) days' advance notice. **Extended meetings must be scheduled with thirty (30) days' written notice.*
 6. Full Day PD Days: (7:35-3:00) w/ ½ hour lunch and 2 schedule breaks.
 7. Parent Teacher Conferences: Members shall receive hour-for-hour compensatory time off. *Example: If PTC are Wednesday (4-7) = 3 hours and Thursday (1-6) =3 hours, Members would receive 6 hours of compensation.*
 8. ½ Day Comp Days: On scheduled comp days the Members work day shall be 7:35- 12:00

with Compensation time being 12:00-3:00.

9. Records Day: At the end of each semester only members classified as *tenure teachers, probationary teachers, special education teachers, intervention teachers, or special teachers* shall be provided time (up to 1/2 day) for completion of records and student assessments, in which s/he may work from home.

B. Member Workload

1. The workload for full-time members will be no less than thirty-one (31) hours but not exceed 32.5 hours of formal student instruction/supervision per week.
2. Duty Free Lunch: All Members shall receive a duty free, uninterrupted lunch period. In each separate building all lunch periods shall be of equal length for Members in that building. Any change in this policy shall be with the consent of the Members involved.
3. Planning/Preparation Time: All members classified as classroom teachers shall receive a planning/preparation period equal to no less than one (1) class period per scheduled day.
4. Members classified as classroom teachers shall not be assigned more than four (4) subject preparations per semester without additional compensation of \$500.00 per additional preparation per semester. **Band and Physical Education courses are considered to be one subject each and do not qualify for this stipend.*
5. Members classified as teachers who do not teach the designated load as outlined in this section are not entitled to a paid preparation period. Rather, the preparation period will be prorated based on teaching time (example: a teacher who works 15-16 hours shall receive a planning/preparation period equal to no less than ½ of a full class period per scheduled day).
6. Members who substitute teach during their conference/preparation period shall be paid at the rate of thirty-five dollars (\$35.00) for each full period for which they substitute.
7. When the district is unable to secure a substitute and a member is assigned to cover or monitor another Member's class or portion of the class for any part of the school day, the assigned Member shall be paid a portion of the \$170 rate determined by the daily sub costs of \$95 and \$245 (7 periods at \$35 per/hour).
8. If any Member works more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at one and one half (1-½) times his/her hourly rate for each period in excess of the normal-workload.
9. Any Member who is absent from class due to tardiness, leaving early, or scheduled to attend a meeting not approved in advance by Administration (for reasons other than school-assigned duties) and whose absence requires the assignment of another Member to cover that job responsibilities, shall be responsible for remuneration (via payroll deduct) to the substitute Member at thirty-five dollars (\$35.00) per clock hour prorated for the time involved.
10. Members shall be released, on an as-needed basis with the approval of the Principal, for preparation, planning, grade level, department, and building-wide meetings.
11. The organization of the instructional day may be altered by the Board. Annually, the Members shall be apprised of the regular professional days for the following school year.

12. A committee composed of, but not limited to Members, administrators, and Board members shall be charged to advise the Board of any changes in the current Member schedule for the years of 2022-2023 and 2023-2024.
13. Any modifications to the school day shall not modify the length of the day or the school calendar except by mutual agreement.
14. All language in this Agreement remains the same until the Board votes for a change in the school day, unless that change involves a prohibited bargaining subject. A Letter of Agreement shall be created by the Association and the Board to appropriately reflect a change in the language of this article.
15. Additionally, when a parent wants to observe a classroom, every effort will be made by Administration to schedule the visit a minimum of one (1) school day in advance. Parents will only be allowed to visit and observe classrooms at such times as their child is in attendance or during an open visitation period designated by the Administration if the parent is considering enrolling their child in that school, program, or class. *This provision is not intended to prevent the Administration from conducting walk-through type tours of the building or facilities.*

C. Members will remain on the assigned school premises during the entire school day, including the preparation period, except by permission of the Building Principal or designee. A Member's duty-free lunch period is exempt from this provision.

D. School Closures

1. If the school is closed (short term) due to weather, fire, epidemic, mechanical or electrical failure, health condition, or other event not within the control of school authorities, Members are not required to report for work.
2. In the event of an extended school closure in which the District is closed due to an internal or external emergency outside of the District's control (i.e., pandemic), the Member shall report to work on time unless notified otherwise by the Superintendent or designee to work remotely.
3. School day(s) lost due to any of the above conditions, which are required by State authorities to be made up to avoid loss of State School Aid, shall be rescheduled on the identified date(s) through mutual agreement between the Board and Association. Members shall be notified promptly of such intent to reschedule day(s) lost. Days that the District is required to reschedule due to any reason, shall be at no additional salary expense to the Board.
4. Before school is closed to adverse weather conditions, consideration shall be given to a delayed or late start for each day in question.
5. If the school is closed after Members have reported for work, Members may be dismissed along with the students at the discretion of the Superintendent.

ARTICLE 6 PROTECTION OF MEMBERS

A. The Board recognizes that Members are professionals and shall give all reasonable support and assistance to Members classified as teachers as to the maintenance of control and discipline in the classroom. A Member classified as a teacher may recommend exclusion of a student from one (1)

class for up one (1) school day when the grossness of the offense, persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable and a detriment to learning for the other students. In such cases, the Member shall follow guidelines set forth in Board Policy and MCL 380.1309.

- B. Discipline problems are less likely to occur in classes where a high level of student interest is maintained. When discipline problems occur, they may constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. As appropriate under all of the circumstances, a Member may use reasonable physical force upon a student as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning and only for the limited purposes identified in Revised School Code § 1312.
- C. The procedure for suspension of students from school shall be distributed from the Administration to students, Members, and parents each year.
- D. Any assault upon a Member shall be reported promptly to the Board or its designee. The Board will provide up to five (5) hours of legal counsel for the purpose of advising the Member of his/her rights and obligations as to such assault should the involved Member so requests.
- E. If any formal legal action is taken against a Member resulting from a Member's performance within the scope of his/her employment, and such performance is not contrary to or in violation of Board Policy, rules or regulations, directives issued by the Administration or this Agreement, the Board shall provide the Member with legal defense against any such formal legal action upon written request from the Member.
- F. If a Member is required to miss school to meet with legal counsel or law enforcement or judicial authorities pertaining to a school-related incident, time lost by the Member shall not be charged against the Member provided the Member has acted within the scope of the Board Policy, rules or regulations, directives issued by the Administration and this Agreement.
- G. The Board, at the Superintendent's discretion, will reimburse a Member for loss to personal property incurred by a Member while on duty or at a school-related function, provided that loss was not due to Member's negligence. The Board will not be responsible for any reimbursement covered by personal or homeowner's insurance. The Board, through the Superintendent's discretion, upon proper documentation, will reimburse the Member up to a maximum of two-hundred and fifty dollars (\$250).

ARTICLE 7 PAID LEAVE

- A. Members shall be entitled to twelve (12) days of paid leave, in addition to any leave days accumulated from the Member's previous year(s) in the District, to be credited at the start of his/her school year.
 - 1. Absences in excess of accumulated and credited leave shall be deducted from the Member's salary. Paid leave days not used shall carry over and shall be added to the following leave allotment.
 - 2. Paid leave for Members shall accumulate without limit. Each returning Member shall be given written notification at the beginning of the school year of the number of paid leave days which he/she has accumulated.

3. Paid leave days are for use as protection against loss of income because of absences due to:

- i. personal illness
- ii. personal health
- iii. family illness
- iv. family health care
- v. maternity/adoption/child care
- vi. funeral/bereavement

Limits to the use of paid leave shall include: five (5) days for funeral or bereavement, of which the first two (2) such funeral or bereavement days for parents, spouse, children, siblings, in-laws, grandparents, and grandchildren, per occasion, shall not be deducted from sick leave. All indicated use limits may be extended by the Superintendent or designee upon written request.

4. To apply for special use of paid leave days for reasons other than what is listed in A-3 on days before a holiday or scheduled breaks, or on consecutive scheduled school days, the Member must submit a written request to the Superintendent within at least five (5) days before the requested day. The Superintendent has the sole authority and discretion to grant the request based on the number of requests, the number of prior requests made by individual making requests, and the availability of substitutes.
5. Any Member employed by the Board, upon leaving the employment of the Eau Claire Public Schools and who has at least twelve (12) years of employment in the District, shall receive, as additional gross earnings, a sum of money equal to the total number of the Member's accumulated and unused leave days (up to a maximum of one hundred and ten (110) days) times one-half of the current substitute teacher pay rate.

- B. Up to four (4) days of paid leave per school year may be used for any reason without disclosure of that reason. These days shall not be used consecutively or to extend holidays/vacations without the written approval of the Superintendent.
- C. Paid leave may not be used on days immediately before or after vacations, legal holidays, record days, or Member work days except for sudden emergencies or by Superintendent or designee's approval. A Member who is absent during indicated non-use days may be asked to provide documentation of reason(s), and may suffer loss of wages for said absences.
- D. After an absence due to illness, the Member may be required to have clearance certified/signed by a physician stating the Member is able to return to work.
- E. The Board may, at its direction, require any Member to submit to physical and/or psychological examination by a physician designated and paid for by the Board. If the Member desires his/her physician to conduct the exam, the Member shall pay the cost. A Member using his/her own physician must agree to allow a consulting physician designated by the Board to review his/her medical records and consult with the attending physician about his/her condition. Statements made by the physicians, will be considered by the Board, as evidence in determining the Member's fitness to continue his/her employment. When the Member's attendance record shows recurring absences which appear to be the result of a chronic illness, the Board may require the Member to verify the condition and visit his/her physician for evaluation and treatment at stated intervals.

- F. If any Member exhausts his/her paid leave under this Article due to extended illness and/or disability, the Member shall be placed on a leave of absence without pay for such time as is necessary for his/her complete recovery not to exceed one (1) year, unless extended by the Board. Upon return from leave, the Member shall be assigned to a substantially equivalent position when available.
- G. Disability and/or illness related to pregnancy will be treated as any other disability and/or illness.
- H. When the Member is eligible to receive worker's compensation paid benefits, paid leave may be used to supplement the compensation benefit received such that the total amount paid to a Member will equal but not exceed the regular salary for the absence period, provided that such use does not result in a reduction of the worker's compensation benefit.
- I. Jury Duty or Court Appearance: Any Member absent due to jury duty or court appearance, provided such appearance is connected with or arises out of being an employee in the District, shall not lose salary, benefits, or leave time. Any compensation, excluding meal and mileage allotments, received from such appearance or duty shall be given to the Board.

**ARTICLE 8
UNPAID LEAVES OF ABSENCE**

- A. To the extent required by the Family and Medical Leave Act (FMLA), an eligible Member shall be granted leave for the purposes and subject to the terms and conditions as provided by that law.
- B. Members may submit a request for a leave of absence without pay to the Board for consideration. The request shall be in writing on the application provided by the Board and contain a full explanation of the reason(s) for the desired leave of absence.

The application shall be submitted to the Superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence in its answer, which the Member may accept by submission of an amendment to the original application. Upon return from such leave, the Member shall be placed at the same position on the salary schedule to which the Member was entitled for the next school year at the effective date of the leave.
- C. The Board may grant an unpaid leave of absence following the request by a Member for such a leave according to the reasons and under the conditions as follows:
 - 1. A Member who is unable to teach because of personal illness or disability, and who has exhausted all paid leave available, may be granted a leave of absence without pay for the duration of such illness or disability, for up to one (1) year. Upon written request, the Board, at its discretion, may grant an extension of one (1) additional year's leave. Upon return from such leave, the Member shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave.
 - 2. A uniformed services leave of absence may be granted to any Member who is inducted into the uniformed services. Upon return from such leave, a Member shall be placed at the same position on the salary scale as he/she would have been had he/she been in the District during the leave period.
 - 3. A leave of absence may be granted to any Member upon application for the purposes of parental care of his/her newborn or newly-adopted child per the Family and Medical Leave Act. Upon return from such leave, the Member shall be placed in the same or similar

position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave.

- D. All leaves shall be subject to the following conditions:
1. All leaves of absence shall not be extended, unless expressly approved by the Board.
 2. Upon return from leave, the Member may be placed in the same or similar position on the salary schedule to which the Member was entitled for the next school year at the effective date of the leave, unless otherwise specified by this Article.
 3. Except in an emergency which precludes such notice, the Board shall be provided notice of request for leave thirty (30) days in advance.
 4. All leaves shall be for the remainder of the school year and/or for a full school year unless otherwise expressly approved by the Board or specified by this Article or the Family and Medical Leave Act. Return from leaves specified in Section B of this Article shall be at the beginning of the school year immediately following expiration of the leave period.
 5. A teacher who desires to return from an unpaid leave, upon expiration of his/her leave, shall be considered as an applicant for any vacancy for which he/she is certified and qualified.

ARTICLE 9 SUPERVISION OF STUDENT TEACHING

- A. Qualified teachers are encouraged to participate in the student teaching program. A teacher shall be qualified if he/she holds at least a Bachelor's Degree, is a tenured teacher, and completed at least one (1) full year of teaching in the District. Teachers with Master's degrees will be given first consideration.
- B. A supervising teacher may have only one (1) student teacher per school year.
- C. No student teacher shall be assigned to a supervising teacher without the prior written consent of both the supervising teacher and the Building Principal.
- D. All qualified teachers participating in the student teacher program are encouraged to take a course in Supervision of Student Teaching from any accredited college or university.
- E. All monies paid to the District (if any) by colleges or universities for supervision of their student teachers in the District shall be forwarded promptly to the supervising teachers responsible for said student teachers.
- F. Any deviation from these guidelines requires prior written consent by the Board and the involved teacher.

ARTICLE 10 PROFESSIONAL LEARNING & CURRICULUM ADVISORY COMMITTEE

- A. The Professional Development Advisory Committee, previously known as the K-12 Curriculum Council, in conjunction with implementing the curriculum review and adoption process, is responsible for determining needs, goals, and directions for the District's professional learning and making its recommendation to the Superintendent and Board. The programs shall be implemented based on Administrative directives. The Board shall assume all reasonable costs for professional learning programs.

As part of its responsibilities, the Committee shall:

1. Lead a content specific tailforce team throughout the year which are aligned to our PD needs.
 2. Attend occasional meetings with the administrative team to continue to discuss our MICIP and PD alignment/plans.
 3. Develop criteria for the on-going evaluation of instructional program(s).
 4. Annually review and recommend changes for testing programs and instructional management systems.
 5. Review and make recommendations for all innovative programs.
 6. Make recommendations about policies relating to the District instructional programs and curriculum. (Changes in existing instructional programs and proposed new instructional programs shall be reviewed by the Committee and the Committee may make recommendations before implementation. The Committee may work as subcommittees to review and recommend based upon grade level and/or subject area issues.)
 7. Review current and potential instructional materials for racial bias, gender bias, and multi-cultural sensitivity.
- B. The Advisory Committee Members shall be paid according to the stipend in Article 13.
- C. On professional learning days, the work day shall begin no earlier than the regular school day and end no later than 3:00 p.m.
- D. If the professional learning day continues beyond the above stated time, members shall receive either hour-for-hour compensatory time off or be paid at the rate of thirty-five dollars (\$35.00) per pro-rated clock hour.
- E. Professional Development (Outside of the teacher contract)
1. Highly Recommended PD: This is Professional learning that is highly recommended for teachers (outside of teacher contract) and is necessary for teachers to complete the training for expected implementation. The district will pay employee(s) registration fee and \$35/hour.
 2. Recommended PD: This is an opportunity in which the goal is for the teacher to have increased knowledge which could/should be applied in the classroom. These professional learning opportunities are more about increasing professional knowledge, rather than specific strategies and methods that will need to be implemented. The District may limit the number of participants. The district may pay the employee(s) registration fee and a \$140/day stipend (approval required).
 3. Optional PD: This includes professional development opportunities a teacher might be interested in, but are not necessarily a District priority. The District may pay the employee's registration fee (approval required).
- F. Professional Development (During Instructional Calendar)
1. Professional development leave, not chargeable against the Member's paid leave account, may be granted for developmental meetings, conventions, conferences, clinics, or seminars by prior approval from the Superintendent or designee.

2. Any Member approved to attend said professional development activities may be reimbursed for reasonable expense of travel, meals, lodging, and registration fees. Also, the Board shall provide the substitute teacher needed to relieve the participating teacher. A participating Member may be required to submit a written or oral report regarding each professional development activity. As a further condition to attending such professional development activities at Board expense, the Member shall teach in the Eau Claire Public Schools for one (1) school year after completion of the training.
3. If the Member voluntarily leaves the Eau Claire Public Schools, at any time, during the contract year from time of training, the Member will reimburse the District any cost incurred to the District over one hundred fifty dollars (\$150). Members required by the District to attend professional development activities will be exempt from the reimbursement costs.

ARTICLE 11

PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

- A. The salaries of Members covered by this Agreement are set forth in the salary schedule which is attached to this Agreement and remains in effect during the term of this Agreement.
- B. The salary schedule is based on a normal weekly workload, as defined in Article 5, beginning the first day of orientation and concluding the last contract day. For extra work the Member shall be compensated according to Article 13 (Extra Duties) or in the absence of the same, according to individual additional work agreements.
- C. Members will be given full credit for time spent in the uniformed services, teaching regular academic subjects in the capacity of counselor or instructor or Member in a uniformed services school or academy, provided that the Member applies for return within ninety (90) days of discharge. Credit will not be allowed for time spent for instructing military combat or other non-academic subjects.
- D. A Member who earns advanced credits which qualifies him/her for placement on a different salary schedule shall be placed on the new schedule at the beginning of the school year if the advanced credit was earned before September 1. Notification and documentation of such advancement must be made to the Business Office no later than October 15. If the credit was earned after September 1, and before February 1, the Member shall receive additional compensation equal to one-half (1/2) of the difference between his/her existing step and the next higher step on the salary schedule for the remainder of the year. Notification and documentation of such advancement must be made to the Business Office no later than March 15.
- E. Contracted salary amounts will be divided into twenty-one (21) or twenty-six (26) substantially equal installments. Anyone who is on the 26 pay plan may collect the last six (6) payments on the completion of the school year.
- F. Payroll deductions shall be available for the following:
 1. Selected Insurance Options
 2. Credit Union (bi-weekly)
 3. Tax Deferred Annuities (bi-weekly or monthly)
 4. United Way

- G. The salary schedule shall have BA minimum, BA Plus 15 maximum, and MA, of approved hours/assigned credit.
 - 1. Approved credits are those classes approved by the Superintendent.
 - 2. Assigned credit is work completed such as District-approved Professional Development and approved MDE clock hours or college coursework. (SCECH).
- H. To comply with Section 164h(1)(d) of the State School Aid Act, MCL 388.1764h, the Board will adopt a policy related to performance-based compensation as described in Section 1250 of the Revised School Code, MCL 380.1250. Pursuant to Section 15(3)(o) of the Public Employment Relations Act, decisions about the development, content, standards, procedures, adoption, and implementation of this policy are within the Board's sole authority and are not subject to the Agreement's grievance procedure.

ARTICLE 12 INSURANCE

- A. The Board shall provide full-time-Members group life insurance, medical and hospitalization insurance, and designated options of a mutually agreed upon insurance company.
- B. The District's contribution to the Member's medical benefit plan shall not exceed the hard cap costs established by the Department of Treasury pursuant to the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. A Member shall pay any cost that exceeds this amount which shall be deducted from the Member's compensation.
 - 1. Those electing no health insurance receive \$400/month cash in lieu on the conditions that on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
 - 2. Ancillary benefits are covered at 100% for anyone who receives cash in lieu.
- C. The Board shall make payments of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing, in accordance with the established insurance carrier's calendar.

ARTICLE 13 ACADEMIC EXTRA DUTIES

- A. The academic extra-duty positions represent those positions that have been officially approved by the Board. Any additional positions are subject to Board approval. The Board will consider the need for the position, the adequacy of funds, and the recommendations of Administration in arriving at its decision. Positions can be temporarily established by the Superintendent subject to approval by the Board at its next official meeting. During a budget crisis and/or low numbers in any of the approved positions, the Board will use the same criteria that is to be used when considering adding a new position for considering the elimination of a position.
- B. Upon appointment to an academic extra-duty position, the employee shall continue in that position unless he/she is notified within sixty (60) calendar days of the end of their responsibilities that he/she is not to be retained. Members not retained in their current academic extra-duty position for the next school year shall be provided a complete explanation. Failure to notify the Member involved within the sixty (60) days shall result in the employee being retained in that position unless

he/she resigns. The sixty (60) day timeline commences following the completion of the extra-duty pay sheet and the subsequent signing by the Administrator of record and ends following the next regular Board meeting closest to the sixty (60) day timeline.

- C. Vacancies for academic extra-duty positions shall be posted for a minimum of five (5) business days before an appointment is made
- D. Priority consideration shall be given to Members employed with the District for academic extra-duty positions. In the event a Member can not fill an extra duty position, the Board reserves the right to appoint a qualified person to a vacant academic extra-duty position and determine the rate of pay or stipend not to exceed the amounts in Schedule B.
- E. Payment for assigned extra-duty responsibilities shall be made at the conclusion of the school year and the submission and approval of required form(s). For those academic extra-duty assignments which are of full-year duration, stipends will be paid at the end of the school year after meeting the job description requirements.
- F. Upon request by a Member, a free pass to all school-sponsored extracurricular activities shall be provided. The pass is good for that teacher only.
- G. Stipend Amounts for Approved Positions (see table on page 14):

ARTICLE 13: SCHEDULE B POSITIONS

% of Base (\$36,086)	Amount	Schedule B Positions Schedule B Handbook
3%	\$1082.58	District Leadership Team Member
3%	\$1082.58	Professional Learning & Curriculum Advisory Committee Member
2%	\$721.72	Building Leadership Team Member
2%	\$721.72	Student Senate Coordinator: STAR- Student and Taking Action and Responsibility
3%	\$1082.58	Homework Club <ul style="list-style-type: none"> • High School Teacher • Middle School Teacher • Elementary Teacher
1%	\$360.86	Interest Clubs (may include, but not limited to): : <ul style="list-style-type: none"> • Quiz Bowl • Science Olympiad • STEM Club • Cloverleaf Spelling Contest • Math/Science Competition • FFA Club
*1%	\$360.86	Elementary Art (<i>*for two (2) events that occur outside of school day</i>).
*1%	\$360.86	Elementary Music (<i>*for two (2) events that occur outside of school day</i>).
2%	\$721.72	Girls on the Run Coach <ul style="list-style-type: none"> • Elementary • Middle School
2%	\$721.72	National Honor Society Lead
2%	\$721.72	Yearbook Director
2%	\$721.72	Senior Class Advisor
2%	\$721.72	Junior Class Advisor
1%	\$360.86	Sophomore Class Advisor
1%	\$360.86	Freshman Class Advisor
1% per event	\$360.86 for each position listed.	High School Musical/Drama Production: <ul style="list-style-type: none"> • Coordinator/Music Director • Drama Coach • Art Director • Costume Director
4%	\$1,443.44	Color Guard Instructor <ul style="list-style-type: none"> • Will be hired in consultation with the Band Director
15%	\$5,412.90	Band/ Choir Director (All Bands and Choir) <ul style="list-style-type: none"> • Includes summer Band Camp, Festivals, all evening related events

- I. Any additional assigned responsibilities beyond Member contract days/hours shall be paid at the rate of thirty-five dollars (\$35.00) per pro-rated clock hour.

ARTICLE 14
PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by any Member, group of Members, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed at the discretion of the Member, group of Member or the Association through the steps of the Grievance Process.

1. Any claim for which there is another remedial procedure or forum established by law or regulation.
2. The termination of services or failure to re-employ any employee to an extracurricular activity position.

B. **Step 1:** If a Member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her Building Principal within two (2) work days after the occurrence of the event upon which it is based. The Member is entitled to have an Association representative present during such discussion. If the Member chooses to have an Association representative present, the Principal is entitled to have a member of the Administrative staff present.

Step 2: If, as a result of the informal discussion with the Building Principal, a grievance still exists, the grievance must be reduced to writing stating the facts upon which it is based and when they occurred, specifying the section of the Agreement which allegedly has been violated, signed by the aggrieved Member (s) or by the Association representative, and presented to the Building Principal concerned with the problem within three (3) work days after the oral conference referenced above. The Building Principal shall give the aggrieved Member a written answer within five (5) work days after receipt of the written grievance, and give a copy to the chairperson of the Association's grievance committee and a copy to the Superintendent.

Step 3: If the aggrieved Member (s) appeals the Principal's decision, either he/she or the chairperson of the Association's grievance committee shall notify the Superintendent, in writing, within three (3) work days after receipt of the Principal's answer, of this intent to appeal. The Superintendent shall meet with the Member(s) and the Association representative within five (5) work days after receipt by the Superintendent of the written notice of appeal. The Superintendent shall prepare the written Second Step answer and give one (1) copy to the aggrieved Member (s) and one (1) copy to the chairperson of the Association's grievance committee within five (5) work days after such meeting.

Step 4: If the grievance is not resolved by the Third Step, the matter may be appealed to the Board, provided a written notice of such appeal by the aggrieved Member(s) or Association's Representative is presented to the Superintendent within ten (10) work days after receipt of the Third Step answer. If such appeal is taken, the Board shall meet with the Member and Association's Representative to attempt to resolve the grievance within ten (10) work days after receipt of the notice of appeal to this Step or the next regularly-scheduled Board meeting, whichever occurs later. A copy of the Board's disposition of the grievance shall be given to the Association and to the Member(s) involved within five (5) work days after such meeting.

Step 5: If any grievance is not settled under Step 4, the Association may within thirty (30) calendar days after receiving the Fourth Step answer of following the deadline for the answer if no answer has been issued by the Board, within the specified time period, notify the other party and the Federal Mediation and Conciliation Service Office of Arbitration Services ("FMCS-OAS") of its desire to submit the grievance to arbitration and obtain a panel of seven (7) arbitrators. If the

grievance has not been submitted to arbitration within thirty (30) calendar days, it shall be considered withdrawn. Either party shall have the option of requesting a second and final panel or panels of arbitrators from FMCS-OAS. The FMCS-OAS panels shall consist of arbitrators from the Midwest. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The parties will alternate from one grievance to the next on the choice of striking a name first or second, with the Board having choice on the first grievance submitted for arbitration. The parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator.

1. At arbitration, the grievant may not raise any new allegation(s) or rely on evidence not previously disclosed in the grievance process.
 2. The arbitrator shall have no power to add to, subtract from, change or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein.
 3. The arbitrator has no authority to rule on the merits of a prohibited or illegal bargaining subject under PERA.
 4. The arbitrator's decision shall be consistent with the Uniform Arbitration Act., MCL 391.1681 et seq.
 5. The arbitrator's decision shall be final and binding on the parties.
 6. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
 7. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
 8. Each party shall bear its own expenses in connection with the arbitration; however, the arbitrator's expenses and fees shall be borne by the losing party. The Association shall be considered to have lost the decision if it does not receive all of the requested relief. If the arbitrator's decision is split between the parties, the arbitrator shall apportion the parties' fees and expenses.
 9. The time limits shall be strictly observed. The time limits at any Step of the grievance procedure may be extended by mutual agreement. If a grievance is not appealed from one Step to the next within the time limits specified, the grievance shall be deemed to have been settled based on the last answer. If a grievance is not answered at any Step of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next step. The term "work days" as used in the Article means actual days the District is in session.
- C. If a grievance involves a group or class of teachers under more than one (1) Administrator or Supervisor, it shall be initiated at the Second Step of the grievance procedure.
- D. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

- E. A Member, engaged during the school day, in negotiations on behalf of the Association with any representatives of the Board or participating in any professional grievance negotiation including arbitration shall be released from regular duties without loss of salary. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for union release time. Such release from regular duties shall apply to negotiations scheduled or requested by the Board during the school day.
- F. The form for filing a grievance is the Grievance Report, located in the Appendix of this Agreement.

**ARTICLE 15
SCHOOL YEAR CALENDAR**

- A. For the term of this Agreement, the 2021-2022, 2022-2023, and 2023-2024 school year calendars, when established, shall become a part of this agreement.
- B. Calendar agreements:
 - 1. The school year shall consist of contract days and/or hours not greater than those established by State guidelines.
 - 2. Counting professional learning time as instructional time will be negotiated annually with the BOE and Association members.
 - 3. Membership days and/or hours as allowed by the Michigan Department of Education shall be honored.
 - 4. On any records days (1/2 or whole day) Members classified as classroom teachers may choose to work outside the District to complete their grades as long as grades are posted no later than the timeline set by the building administrator.
 - 5. The last contract day for members shall include those year-end responsibilities considered necessary by the Administration including requisition of materials for the ensuing school year, inventories, and equipment storage.

**ARTICLE 16
DURATION OF AGREEMENT AND PROFESSIONAL NEGOTIATIONS**

- A. This Agreement shall be effective as of **August 16, 2021**, and shall continue until **June 30, 2024**.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- C. Upon the request of either party served upon the other in writing any time following ninety (90) days before the expiration date of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor Agreement within thirty (30) days from the date the request is received by the other party.

**ARTICLE 17
MENTOR FOR TEACHERS**

- A. The Building Principal shall appoint a person, who qualifies under Section 1526 of the Revised School Code as a mentor for each probationary teacher. Any person so selected may decline to serve as a mentor. Bargaining unit employees shall be given first consideration.
- B. A mentor teacher who is a bargaining unit employee, shall have at least three (3) years of teaching experience and shall have received an effective rating on his/her most recent evaluation.

Exceptions to this standard may be made if these criteria cannot be met.

- C. Every reasonable effort shall be made to match mentor teachers and probationary teachers who work in the same building and have the same certification areas.
- D. Probationary employees shall only be assigned to one (1) mentor teacher at a time.
- E. No later than the end of the first year that a bargaining unit employee serves as a mentor teacher, he/she shall attend a workshop or conference approved by the Administration for the purposes of training the bargaining unit employee to serve as a mentor teacher. An individual's expenses resulting from said workshop or conference shall be reimbursed pursuant to District policy.
- F. Mentor release time shall be provided in those K-12 special areas for probationers to consult with special staff when needed and with prior approval of the Building Administration.
- G. Upon request, the Administration shall make available reasonable release time so the mentor may work with the probationer in his/her assignment during the regular workday. When possible, the mentor and probationary teachers will be assigned a common preparation time.
- H. Each mentor so engaged pursuant to this Article shall receive a stipend of three- hundred sixty dollars and eighty six cents (\$360.86) with an additional one hundred dollars (\$100.00) being granted for and towards the purchase of additional classroom supplies.

ARTICLE 18
EMERGENCY MANAGER

- A. An emergency manager appointed under the Local Government and School District Fiscal Responsibility Act, MCL 141.1501 et seq. may reject, modify, or terminate this Agreement as provided in that act.

GRIEVANCE REPORT FORM

GRIEVANCE REPORT NUMBER: _____ SCHOOL YEAR _____

DATE FILED: _____

GRIEVANT: _____

INCIDENT:

DATE OF INCIDENT:

DESCRIPTION:

DOCUMENT REFERENCE:

MEETING WITH PRINCIPAL:

DATE OF MEETING:

PARTICIPANTS:

EVENTS:

DISPOSITION:

PRINCIPAL: _____ DATE: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

SIGNATURE: _____ DATE: _____

GRIEVANCE: PRINCIPAL'S LEVEL

TIMELINE:

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

GRIEVANT/ASSOCIATION:

SIGNATURE:

DATE:

POSITION OF GRIEVANT AND/OR ASSOCIATION:

SIGNATURE:

DATE:

GRIEVANCE APPEAL TO SUPERINTENDENT

TIMELINE:

DATE OF MEETING:

PARTICIPANTS:

EVENTS:

DISPOSITION:

POSITION OF GRIEVANT AND/OR ASSOCIATION:

SIGNATURE:

DATE:

GRIEVANCE APPEAL TO BOARD OF EDUCATION

TIMELINE:

DATE OF MEETING:

PARTICIPANTS:

EVENTS:

DISPOSITION:

BOARD OF EDUCATION:

DATE:

POSITION OF GRIEVANT AND/OR ASSOCIATION:

SIGNATURE:

DATE:

REFERRED TO ARBITRATION: YES NO

ASSOCIATION

SIGNATURE:

DATE:

EAU CLAIRE EDUCATION ASSOCIATION
SALARY COMPENSATION
2021-2022

Level	BA	BA+15	MA
1	\$37,500.00	\$39,600.00	\$40,800.00
2	\$38,500.00	\$40,800.00	\$42,200.00
3	\$39,500.00	\$42,000.00	\$43,600.00
4	\$40,500.00	\$43,200.00	\$45,000.00
5	\$41,500.00	\$44,400.00	\$46,400.00
6	\$42,500.00	\$45,600.00	\$47,800.00
7	\$43,500.00	\$46,800.00	\$49,200.00
8	\$44,500.00	\$48,000.00	\$50,600.00
9	\$45,500.00	\$49,200.00	\$52,000.00
10	\$46,500.00	\$50,400.00	\$53,400.00
11	\$47,500.00	\$51,600.00	\$54,800.00
12		\$52,800.00	\$56,200.00
13		\$54,000.00	\$57,600.00
14		\$55,200.00	\$59,000.00
15		\$56,400.00	\$60,400.00
16		\$57,600.00	\$61,800.00
17		\$58,800.00	\$63,200.00
18		\$60,000.00	\$64,600.00
19		\$61,200.00	\$66,000.00
20			\$67,400.00

*Each year a member only goes up one level (i.e. if a teacher is at 15 MA during 2021-2022, s/he will move to 16 MA for 2022-2023, etc.). There is no additional increase on top of step.

EAU CLAIRE EDUCATION ASSOCIATION
SALARY COMPENSATION
2022-2023

Level	BA	BA+15	MA
1	\$37,500.00	\$39,600.00	\$40,800.00
2	\$38,500.00	\$40,800.00	\$42,200.00
3	\$39,500.00	\$42,000.00	\$43,600.00
4	\$40,500.00	\$43,200.00	\$45,000.00
5	\$41,500.00	\$44,400.00	\$46,400.00
6	\$42,500.00	\$45,600.00	\$47,800.00
7	\$43,500.00	\$46,800.00	\$49,200.00
8	\$44,500.00	\$48,000.00	\$50,600.00
9	\$45,500.00	\$49,200.00	\$52,000.00
10	\$46,500.00	\$50,400.00	\$53,400.00
11	\$47,500.00	\$51,600.00	\$54,800.00
12	\$48,500.00	\$52,800.00	\$56,200.00
13		\$54,000.00	\$57,600.00
14		\$55,200.00	\$59,000.00
15		\$56,400.00	\$60,400.00
16		\$57,600.00	\$61,800.00
17		\$58,800.00	\$63,200.00
18		\$60,000.00	\$64,600.00
19		\$61,200.00	\$66,000.00
20		\$62,400.00	\$67,400.00
21			\$68,800.00

*Each year a member only goes up one level (i.e. if a teacher is at 15 MA during 2022-2023, s/he will move to 16 MA for 2023-2024, etc.). There is no additional increase on top of step.

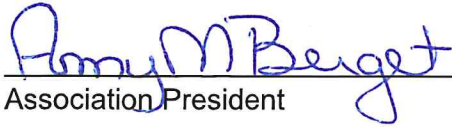
EAU CLAIRE EDUCATION ASSOCIATION
SALARY COMPENSATION
2023-2024

Level	BA	BA+15	MA
1	\$37,500.00	\$39,600.00	\$40,800.00
2	\$38,500.00	\$40,800.00	\$42,200.00
3	\$39,500.00	\$42,000.00	\$43,600.00
4	\$40,500.00	\$43,200.00	\$45,000.00
5	\$41,500.00	\$44,400.00	\$46,400.00
6	\$42,500.00	\$45,600.00	\$47,800.00
7	\$43,500.00	\$46,800.00	\$49,200.00
8	\$44,500.00	\$48,000.00	\$50,600.00
9	\$45,500.00	\$49,200.00	\$52,000.00
10	\$46,500.00	\$50,400.00	\$53,400.00
11	\$47,500.00	\$51,600.00	\$54,800.00
12	\$48,500.00	\$52,800.00	\$56,200.00
13	\$49,500.00	\$54,000.00	\$57,600.00
14		\$55,200.00	\$59,000.00
15		\$56,400.00	\$60,400.00
16		\$57,600.00	\$61,800.00
17		\$58,800.00	\$63,200.00
18		\$60,000.00	\$64,600.00
19		\$61,200.00	\$66,000.00
20		\$62,400.00	\$67,400.00
21		\$63,600.00	\$68,800.00
22			\$70,200.00

*Each year a member only goes up one level (i.e. if a teacher is at 15 MA during 2022-2023, s/he will move to 16 MA for 2023-2024, etc.). There is no additional increase on top of step.

SIGNATURE PAGE

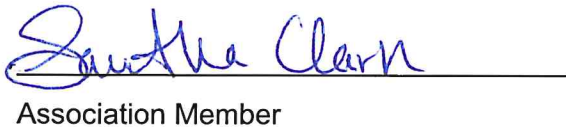
FOR THE ASSOCIATION


Association President


Association Member


Association Member


Association Member


Association Member


UniServ Director MEA


FOR THE BOARD

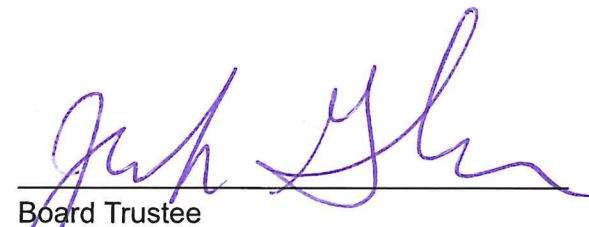

Board President


Board Vice President

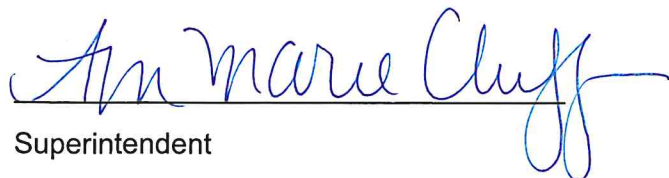

Board Treasurer


Board Secretary


Board Trustee


Board Trustee


Board Trustee


Superintendent