

AGREEMENT

Between

BOARD OF EDUCATION - ESCANABA AREA PUBLIC SCHOOLS

and

MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT

2006-2008

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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	9
17		
18	Article VII - Vacancies, Promotions and Transfers	11
19		
20	Article VIII - Sabbatical Leave	13
21		
22	Article IX - Leave Pay	14
23		
24	Article X - Leaves of Absence	15
25		
26	Article XI - Terminal Leave	17
27		
28	Article XII - Insurance Protection	19
29		
30	Article XIII - Teacher Evaluation	20
31		
32	Article XIV - Protection of Teachers	21
33		
34	Article XV - Negotiation Procedures	23
35		
36	Article XVI - Grievance Procedure	24
37		
38	Article XVII - Miscellaneous Provisions	29
39		
40	Article XVIII - Agency Shop	30
41		
42	Article XIX - Student Teachers	33
43		
44	Article XX - Reduction in Personnel and Recall	33
45		
46	Article XXI - Experimental and Innovative Programs	34
47		
48	Article XXII - School Improvement Program	35

49		
50	Article XXIII - Least Restrictive Environment	35
51		
52	Article XXIV - Adult Education	35
53		
54	Article XXV - Mentor Teachers	36
55		
56	Article XXVI - Duration of Agreement	37
57		
58	Appendix A - Salary Schedule	38
59		
60	Appendix B - Summer School Attendance, Foreign Travel & Extension Courses	42
61		
62	Appendix C - Extra Duty Pay Schedule	43
63		
64	Appendix D - Calendar for Evaluation of Probationary Teachers	49
65		
66	Appendix E - Addenda for Two-Way Interactive Network School in the	
67	Delta-Schoolcraft Intermediate School District	51
68		
69	Appendix F - School Calendar	52
70		
71	Appendix G - Letter of Understanding.....	53
72		
73	Appendix H - Letter of Understanding (Bencor).....	54
74		
75	Appendix I - Family Medical Leave Act	55
76		
77	Appendix J - Payroll Resolution.....	59
78		
79	Appendix K -Election of Retirement and Universal Service Credit Benefits	60
80		
81		
82		
83		
84		
85	Signature Page	37

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AGREEMENT

This agreement effective as of the 6th day of October, 2006, by and between the Board of Education of the Escanaba Area Public Schools, hereinafter "Board", and the Upper Peninsula Education Association - Michigan Education Association, Escanaba District, hereinafter called the "Association".

WITNESSETH

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

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

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

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

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

ARTICLE I - RECOGNITION

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

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

146 ARTICLE IIA - TEACHER RIGHTS

- 147 A. Pursuant to Act 379 of the Public Acts of 1965, the Board agrees that every employee
148 of the Board represented by the Association hereunder, shall have the right freely to
149 organize, join and support the Association and other concerted activities for the purpose
150 of engaging in collective bargaining or negotiation for mutual aid and protection to the
151 extent permitted by law. The Board and the Association undertake and agree that each
152 will comply with all of the laws of the State of Michigan now in force or enacted during
153 the period of this agreement.
154

155 The Board further agrees that it will not discriminate against any teacher with respect
156 to hours, wages or any terms or conditions of employment by reason of his membership
157 in the Association, his participation in any activities of the Association or collective
158 professional negotiations with the Board, or his institution of any grievance, complaint
159 or proceeding under this Agreement or otherwise with respect to any terms or conditions
160 of employment.
161

- 162 B. The Association and its members shall have the right to use school building facilities at
163 all reasonable hours for meetings, provided that such meetings do not conflict with
164 previously scheduled meetings or activities. No teacher shall be prevented from
165 wearing insignia, pins or other identification of membership in the Association either on
166 or off school premises. Specific bulletin boards, public address systems, school mail
167 boxes and telephones within the school system shall be made available to the
168 Association for Association business.
169

- 170 C. The Board shall furnish to the Association all records available under the Freedom of
171 Information Act upon written request.
172

- 173 D. Copies of the approved minutes, agendas of regular and special Board meetings, and
174 new or proposed Board Policies after the first reading shall be sent promptly to the
175 President of the Association.
176

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

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

192
193 **ARTICLE IIB - BOARD RIGHTS**

194
195 The Board retains all rights, powers, and authority vested in it by law and all management
196 rights and functions. Rights reserved exclusively herein by the District shall include, by way
197 of illustration and not by way of limitation, except to the extent expressly limited by this
198 Agreement, the right to:

- 200 A. Direct the affairs of the Employer and to manage and control the school's business,
201 equipment, and operations.
- 202
203 B. Determine the services, supplies, and equipment necessary to continue its operations
204 and to determine the methods and schedules of operation, and the means, methods,
205 and processes of carrying on the work.
- 206
207 C. Direct the working forces, including the right to hire, promote, suspend, and discharge
208 employees, transfer employees, make teaching assignments to employees, determine
209 the size of the work force and its organization, responsibilities, and alignments, lay off
210 employees, and determine hours of work.
- 211
212 D. Adopt rules, regulations, and policies.
- 213
214 E. Determine the location or relocation of its facilities, including the establishment or
215 relocations of new schools, buildings, departments, divisions, or subdivisions thereof
216 and the relocation or closing of offices, departments, divisions or subdivisions, buildings,
217 or other facilities.
- 218
219 F. Determine the financial policies, including all accounting procedures, and all matters
220 pertaining to Board public relations.
- 221
222

223 **ARTICLE III - PROFESSIONAL COMPENSATION**

224
225 A. The salaries of teachers covered by this Agreement are set forth in Appendix A, which
226 is attached to and incorporated in this Agreement. Such salary schedules designated
227 2006-2008, shall remain in effect during the term of this Agreement. Contract
228 negotiations for the school year 2008-2009 shall begin no later than April 1, 2008.
229

- 230 B. The salary schedule is based upon a normal teaching load during normal teaching
- 231 hours. No additional assignments other than prevailing practices at the time of the
- 232 adoption of this contract shall be required of teachers.
- 233
- 234 C. Teachers shall work according to the negotiated school calendar.
- 235
- 236 D. A teacher engaged during the school day in negotiating on behalf of Association with
- 237 any designated representative of the Board or participating in any professional
- 238 negotiation, shall be released from regular duties without loss of salary, personal, or sick
- 239 leave days.
- 240
- 241 E. A teacher shall be released from regular duties without loss of salary (or loss of leave
- 242 days) for any county teachers' conferences or local area workshops, or other
- 243 conferences as shall be expressly permitted by the Board of Education, or the
- 244 Superintendent.
- 245
- 246 F. The cost for each routine physical exam required of teachers by the Board or by State
- 247 or Federal programs or laws shall be at the Board's expense.
- 248
- 249
- 250

ARTICLE IV - TEACHING HOURS

A. For the 2006-2007 school year the middle school day shall consist of seven (7) "hours" total (5 teaching hours and 2 preparation hours, one of which is for personal preparation and the other for team preparation).

Teacher reporting time:	7:35 a.m.
Advisory period:	7:40 - 8:05 a.m.
First Period:	8:07 - 8:55 a.m.
Second Period:	8:57 - 9:43 a.m.
Third Period:	9:45 - 10:31 a.m.
Fourth Period:	10:33 - 11:19 a.m. (8 th grade lunch)
Fifth Period:	11:21 - 11:51 a.m. (7 th grade lunch)
Sixth Period:	11:51 a.m. - 12:37 p.m.
Seventh Period:	12:39 - 1:25 p.m.
Teachers Leave:	1:27 - 2:14 p.m.
	2:25 p.m.

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

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

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

2004-2005 Elementary Schedules

B.

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

Notes:

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

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

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

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

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

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

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

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

355 G. Elementary teachers will have one additional preparation period per week for the year
356 2000-2001 exclusive of time before or after school or during a noon hour. The intent
357 of this article is that the parties will strive to work toward equalizing preparation time
358 between the elementary and secondary buildings by the 2001-2002 school year. The
359 parties recognize that kindergarten preparation time may be proportional.
360

361 H. Elementary teachers with classes in excess of twenty (20) students are eligible for comp
362 time if conferences are scheduled after regular teaching day. The purpose is to allow
363 teachers to meet with parents who could not be scheduled during time allotted for
364 parent/teacher days.
365

366 **ARTICLE V - TEACHING LOADS AND ASSIGNMENTS**

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

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

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

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

1. Department Level Decisions.

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

2. Building Level Decisions.

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

3. District Level.

Those courses or combination of courses that remain after the Department and Building Level Decisions have been made will be posted throughout the district and will be reassigned based on district seniority and certification. Those courses or combination of courses that are remaining will be posted as true openings outside the district.

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4. Displacement/Bumping

A teacher whose assignment is eliminated, or reduced, is considered displaced and may exercise bumping rights to the extent of the reduction, by bumping the least senior teacher in the building first. If no position is available in that building the teacher may then bump the least senior teacher in the district for which they are certified.

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

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

1. Building Level

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

2. District Level.

Those courses or combination of courses that remain after the Building Level Decisions have been made will be posted throughout the district and will be reassigned based on district seniority and certification. Those courses or combination of courses that are remaining will be posted as true openings outside the district.

3. Displacement/Bumping

A teacher whose assignment is eliminated, or reduced, is considered displaced and may exercise bumping rights to the extent of the reduction, by bumping the least senior teacher in the building first. If no position is available in that building the teacher may then bump the least senior teacher in the district for which they are certified.

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

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

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

- 468 F. All teachers shall be notified in writing, not later than June 1, prior to the opening day
469 of school, of specific teaching assignments. No changes shall be made after that date
470 during the duration of the school year unless by written agreement of the teacher or
471 teachers concerned. Teachers who will be affected by a change in grade assignments
472 in the elementary school grades and by changes in subject assignment in these
473 secondary school grades will be notified (in writing and a copy of such notice sent to the
474 Association) and consulted by their principals as soon as practicable, and prior to June
475 1. Such changes will be voluntary to the extent possible.
476
- 477 G. No teacher shall be permitted to teach in any grade or department of the school without
478 a valid Michigan Teaching Certificate, and the Board agrees to hire new employees for
479 teaching positions in accordance with the rules and regulations of the Michigan State
480 Department of Education.
481
- 482 H. Any documents for required certification submitted to the Administration will be
483 processed and sent out within one week. Teachers who have been certified shall
484 immediately move to the next appropriate salary step retroactive to the beginning of the
485 semester in which qualification requirements were completed, but not more than one
486 academic year of retroactivity.
487

488 **ARTICLE VI - TEACHING CONDITIONS**

489

490 The parties recognize that the availability of optimum school facilities for both student
491 and teacher is desirable to ensure the high quality of education that is the goal of both
492 teacher and the Board. It is also acknowledged that the primary duty and responsibility
493 of the teacher is to teach and that the organization of the school and the school day
494 should be directed at insuring that the energy of the teacher is primarily utilized to this
495 end.
496

- 497 A. The Escanaba Area Board of Education recognizes the educational soundness of
498 providing a pupil-teacher ratio of one teacher to 25 pupils in grades K-3 and one teacher
499 to 32 pupils in grades 4-6. Efforts shall be made to enroll an equitable number of
500 students in all sections of classes that are the same within a building or the District.
501
- 502 B. A teacher, who believes that in his professional judgment a teacher overload condition,
503 as defined herein exists, shall have the right to submit a written request to the building
504 administrator to remedy the condition. The request shall include the reasons why, in
505 his professional judgment, a teacher overload condition exists. "Teacher overload" is
506 defined as the assignment of pupils to any teacher, which in his professional judgment
507 is in excess of A., above, is excessive and detrimental to his effectiveness as a teacher
508 and poses danger to the safety and well-being of other students.
509

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

- 512 Individual class size.
513 Combined student load.
514 Number of preparations.
515 Number of assignments.

516 Planning and preparation time.
517 Nature of the learning activities.
518 Professional or paraprofessional assistance.
519 Teaching equipment and materials.
520 Building space and facilities.
521 Nature of students.
522 Nature of course content.
523 Safety of students and staff.

524 The building administrator shall refer the matter to a four (4) member panel, consisting
525 of equal representation of Association and Administrative personnel to determine the
526 validity of the claim. The panel shall consider the request, using the guidelines below,
527 and make a recommendation to the Board.
528

529 The panel and building administrator shall consider the following guidelines, among
530 others, to remedy the situation:
531

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

537

538 The Board agrees that the building administrator shall take the necessary steps to
539 correct the condition according to the Board's decision.
540

541 In the event the teacher is not satisfied with the disposition, he may lodge a grievance.
542

543 D. The Board recognizes that appropriate texts, library reference facilities, maps and
544 globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment,
545 current periodicals, standard tests and questionnaires, and similar materials are the
546 tools of the teaching profession. A joint teacher and administrative committee will
547 confer from time to time for the purpose of improving the selection and use of such
548 educational tools, and will make recommendations for consideration by the Board. The
549 Board agrees at all times to keep the schools reasonable and properly equipped and
550 maintained.
551

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

555 F. In schools where continuous cafeteria service for teachers is not available, vending
556 machines for beverages, candy, gum, etc. will be installed at the request of the
557 Association building representative, the location to be determined by the building
558 principal.
559

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

- 564
565 H. Adequate parking facilities shall be made available for teachers and shall be reserved
566 for their exclusive use and to the extent it is practicable.
567
568 I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship,
569 and no religious or political activities of any teacher, or the lack thereof, shall be grounds
570 for any discipline or discrimination with respect to the professional employment of such
571 teacher. The private and personal life of any teacher is not within the appropriate
572 concern or attention of the Board, provided, however, that any private or personal
573 conduct which becomes public, or a matter of reputation, and adversely affects either
574 the teacher, the schools or the children, shall be an appropriate concern for the attention
575 of the Board and Association.
576
577 J. The provisions of this Agreement, and the wages, hours, and conditions of employment
578 shall be applied without regard to race, creed, religion, color, national origin, age, sex,
579 marital status or membership in, or association with, the activities of an employee
580 organization.
581

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

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- 584 A. Transfers of employees and the filling of vacancies in professional positions shall be the
585 prerogative of the Board. Transfers and filling of vacancies shall be made in the best
586 interest of education.
587
588 B. A request by a teacher for transfer to a different class, building, or position shall be
589 made in writing, on forms furnished by the Board, one copy of which shall be filed with
590 the Board and one with the Association. The request shall set forth reasons for the
591 transfer, the school, grade, or position sought, and the applicant's academic
592 qualifications. Such request shall be reviewed annually by the Superintendent and the
593 Professional Negotiations Committee of the Association at the third quarterly conference
594 each school year.
595
596 An involuntary transfer will be made in the best interest of education. The affected
597 teacher shall be notified promptly and in writing of the reasons for the transfer and a
598 copy sent to the Association. If the teacher objects, he shall respond promptly and in
599 writing, stating his reasons for objecting, and may request a conference to discuss the
600 transfer. If a conference is requested, the transfer shall not take place until the
601 conference is held.
602
603 Any teacher assigned involuntarily, may, at the end of the current school year, exercise
604 their right to return to their previous position. This process does not exclude utilization
605 of the grievance procedure.
606
607 C. The Association recognizes that when vacancies occur during the school year it may
608 be difficult to fill them from within the district without undue disruption to the existing
609 instructional program. If the Board in its reasonable judgment so determines, such a
610 vacancy may be filled on a temporary or tentative basis until the end of the current

611 semester at which time the position will be considered vacant and shall post notice of
612 same on a bulletin board in each school.

613
614 D. The Board declares its support of a policy of filling vacancies, including vacancies in
615 supervisory positions, from within its own teaching staff. Whenever a vacancy arises
616 or is anticipated, the Board shall promptly notify the President and post notice of same
617 on a bulletin board in each school building for no less than seven (7) school days before
618 the position is filled. (A vacancy is defined as any assignment left vacant by a
619 resignation, termination such as for job reasons, death, retirement, voluntary transfer,
620 failure of a person to return from a leave of absence, or any newly created bargaining
621 unit position in the District. For example, at Building A there are three 3rd grades and
622 two 4th grades. Next year, at Building A there are two 3rd grade and three 4th grade
623 assignments. The additional 4th grade assignment would be considered a vacancy and
624 therefore posted as such district-wide). Vacancies shall be filled on the basis of service
625 in the District, experience, competency, and qualifications of the applicant, together with
626 any other relevant factors. An applicant with less service in the District shall not be
627 awarded such position unless his or her qualifications are superior as determined by the
628 Board as specified within the posting/job description.

629
630 New postings, including supervisory positions, shall be posted with accompanying job
631 descriptions. Probationary teachers may apply for vacancies but probationary teachers
632 shall not be eligible to voluntarily transfer more than one (1) time during probationary
633 term, provided such teacher is not subject to layoff due to this provision.

634
635 E. Whenever vacancies occur during the normal summer months, the following procedure,
636 in addition to the procedure heretofore outlined, shall be followed:

- 637
638 1. Teachers with specific interest in possible vacancies will notify the Board of their
639 intent in writing during the last regular week of school and shall include a
640 summer address.
641
642 2. Should a vacancy occur, the teachers who have expressed an interest in said
643 position, building, or program within the District or a similar position shall be
644 contacted by the Board and notified of the vacancy. The Association president
645 shall also be contacted and notified of the vacancy.
646
647 3. The teachers so notified shall have the responsibility of contacting the
648 Superintendent or his designee indicating their interest in said position within five
649 (5) days of notification.

650 F. Any special federal, state, or local aid program being considered for adoption by the
651 District shall be brought to the attention of the Association. The parties shall negotiate
652 wages, hours, and working conditions of any federal, state, or local aid program adopted
653 by the Board if within this bargaining unit.

654
655 G. A teacher whose elementary grade assignment is eliminated is considered displaced
656 and may exercise bumping rights to bump the least senior teacher within the same
657 building or bump the least senior teacher in another elementary building in the same
658 grade level.

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The teacher must exercise the bumping rights within two (2) days of notice of elimination of position. If the position is reinstated the following school year, the teacher may elect to return to his/her former position. The teacher bumped shall be considered displaced.

- H. Itinerants, including grant teachers, that are full-time and are assigned to a single building shall have the same rights contained in Paragraph G above.

ARTICLE VIII - SABBATICAL LEAVE

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

707
708 **ARTICLE IX - LEAVE PAY**
709

- 710 A. All teachers absent from duty on account of personal illness, including absences due
711 to maternity, or because of death or illness in the immediate family, shall be allowed full
712 pay for a total of fifteen (15) days in any school year. Such days, to the extent unused,
713 may accumulate to a maximum base figure of 180 days. Once such maximum base
714 figure of 180 days has been reached, any of the 15 days not used as provided for above
715 shall be deleted. (However, a new 15 days shall be allotted to the teacher at the
716 beginning of the next school year, subject to the deletion at the end of such school year
717 if not used.)
718
- 719 B. Available sick leave shall be used in the following order by a teacher in any given year:
720
721 1. First the 15 days allotted for each year shall be used;
722
723 2. Next, the accumulated sick days shall be used; and
724
- 725 C. A teacher will be given written verification, at the beginning of the school year, of the
726 number of sick leave days available for the school year. A copy of such verification will
727 be given to the Association at the same time, unless the teacher has filed a written
728 objection with the Superintendent in advance.
729
- 730 D. The term "immediate family" shall include the following: husband, wife, son, daughter,
731 father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law,
732 daughter-in-law, son-in-law, grandparents, and grandchildren.
733
- 734 E. In addition to the prescribed sick leave, each teacher shall be allowed an additional four
735 (4) days per year, for personal business, death or sickness of more distant relatives not
736 listed above, of friends, of religious observances, or time necessary to conduct personal
737 business impossible to handle outside normal school hours provided notification is given
738 in advance. Teachers shall receive 50% of substitute pay for any personal business
739 days remaining unused at the end of each year.
740

741 It is further agreed that except in case of emergency this leave may not be used
742 contiguous to a holiday, or the first day of a semester without prior approval. Written
743 notice of the use of personal leave days for deer hunting shall be given to the building
744 principal one week in advance of the opening of deer season.
745

746 If a person has applied for and been approved the use of personal business day(s) but
747 is forced by extenuating circumstances to use the same day(s) instead of sick leave
748 according to Article IX (A), the employee will be allowed to do so after the fact but only
749 if verification of sick leave is provided (to the Superintendent and EEA President).
750 Verification shall be the responsibility of the employee. In addition, if a person has
751 applied for and been approved the use of a personal business day(s) and in the event
752 school is canceled for any reason, the person shall not have that day(s) charged to
753 his/her personal business day account.
754

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

758
759 G. When sudden illness or emergency occurs which will prevent any teacher from reporting
760 to school, a phone call indicating the reason* for the absence, in accordance with
761 practice, is all that is needed to arrange for a substitute teacher. The earliest notification
762 possible will be appreciated. All teachers are to notify the central office.

763
764 The absent teacher should contact the principal before the end of each school day for
765 the duration of the absence to keep the substitute informed. (*The term "reason" shall
766 be defined as a statement of illness, personal leave, or emergency).

767

768 **ARTICLE X - LEAVE OF ABSENCE**

769

770 A. Any teacher whose personal illness or period of maternity extends beyond the period
771 compensated under Article IX may be granted a leave of absence, without pay, not to
772 exceed one year with the option for annual renewal up to three years with the annual
773 approval of the Board. If said teachers plans to return to the classroom the following
774 year, the office of the Superintendent of Schools must be so informed in writing by June
775 1 unless the teacher provides written notice by June 1 that teacher's position will be
776 considered vacant and a replacement hired.

777

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

783

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

793

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

800

801 In the event that a teacher is called to active duty as a member of the Michigan National
802 Guard, the district shall pay the teacher the difference between the Guard pay and the

803 teacher's regular classroom salary. Such payment shall be for a period not to exceed
804 five days annually.

805
806 D. A leave of absence without pay and without seniority accrual may be granted, not to
807 exceed one year, with options for annual renewal of up to three (3) years for any
808 reason, including securing or engaging in other employment with the annual approval
809 of the Board.

810
811 E. Leaves of absence without pay shall be granted at the discretion of the Board of
812 Education, upon application, for the following purposes:

- 813
814 1. Study related to the teacher's license field.
815
816 2. Study to meet eligibility requirements for a teaching license other than that held
817 by the teacher.
818
819 3. Study, and research, or special teaching assignments involving probable
820 advantage to the school system.

821
822 Seniority on the salary schedule will continue during the period of absence.

823
824 F. The Board may not discriminate against any teacher for campaigning for, or serving in,
825 a public office. The Board shall grant a leave of absence without pay or increment to
826 any teacher to campaign for, or serve in, in a public office.

827
828 Leave of absence in public office is limited to one term or two years, whichever is less.

829
830 G. The Board agrees to grant the Association a maximum of twenty-five (25) days leave
831 per year for officers of the Association to attend conferences, provided forty-eight (48)
832 hours' notice is supplied to the Board or its designee, and provided the Board or its
833 designee approves the attendance.

834
835 The Board shall not be liable for any travel or incidental expenses incurred in such
836 attendance.

837
838 The Association President shall be entitled to 18 days release time per year to attend
839 to Association business. No more than three days may be taken consecutively.
840 The Association will bear the cost of the substitute's pay and retirement contribution for
841 the Association days.

842
843 H. The representatives of the School District and Association agree that it is their mutual
844 intent and understanding to comply fully with the terms and conditions of the Family
845 Medical Leave Act of 1993 (FMLA). In doing so, the parties agree that employees
846 requesting leaves of absence, pursuant of the FMLA, who are found eligible therefore,
847 will be required to utilize paid entitlements for which they are otherwise eligible under
848 the terms and conditions of the Master Agreement during their FMLA leave time. The
849 employee may save up to five days of accumulated sick leave for use upon return from
850 FMLA. While the parties understand and agree that the rights established by FMLA will

851 not diminish any employee benefit programs or plans or paid leave provision dictated
852 by terms of the Master Agreement, they also agree that any rights afforded by the FMLA
853 will not be used to expand an employee's contractual rights and benefits, provided those
854 rights and benefits meet or exceed the basic requirements of the FMLA.
855

856 **ARTICLE XI - TERMINAL LEAVE**

- 857
- 858 A. In appreciation for services to the school district, a terminal leave payment of 75% of
859 the teacher's unused sick leave up to \$40,000, as established in Article IX above, will
860 be paid upon retirement, provided however that the maximum number of days to be
861 based upon for terminal leave shall in no event exceed 136 days. (Terminal leave pay
862 for teachers hired after January 1, 1995, shall be 50%, not 75%, of the teacher's unused
863 sick leave as set forth below.) The payment shall be based on the retiree's position on
864 the then existing salary schedule exclusive of any extra duty money. This number of
865 days, not to exceed 136, shall be multiplied by 75% (or 50%), as set forth above, to
866 determine the actual number of days for terminal leave purposes. To obtain this
867 payment, the teacher shall have been employed in the School District for at least ten
868 (10) years. This paragraph shall apply only to retirees who qualify as such under the
869 Michigan Public School Employees' Retirement System. (See Appendix F).
870

871 After twenty (20) years in the District, 75% (or 50%) of the unused sick leave will be paid
872 for any other type of termination other than retirement except for persons discharged
873 for just cause, provided however that the maximum number of days to be based upon
874 for terminal leave shall in no event exceed 136 days. The payment shall be based on
875 the retiree's position on the then existing schedule. This number of days, not to exceed
876 136, shall be multiplied by 75% (or 50%), as set forth above, to determine the actual
877 number of days for terminal leave purposes.
878

879 In both cases, the heirs of the teacher will be paid in the event of the death of the
880 employee.
881

882 Retirees shall have the option of taking terminal leave payment in annual payments over
883 two or three years, except teachers who purchase universal service credit and have a
884 balance due to MPSERS. In this instance, a single payment will be made.
885

- 886 B. Whenever a teacher plans retirement, notification of intent to retire early is to be
887 submitted to the administration no later than March 1 of the year previous to such
888 retirement so that terminal leave pay can be projected and properly budgeted. If such
889 notification is not given, the teacher may be required to forfeit the right to terminal leave
890 pay unless early retirement is necessitated by illness or other emergency. A final
891 decision will be made by a joint committee of the Association and Administration.
892

- 893 C. Early Retirement Compensation: A teacher who has acquired a minimum of ten (10)
894 years of service in the Escanaba Area School System and who will meet state
895 requirements for retirement by September 1 of the school year may at his or her option
896 request early retirement. Retirement as used in this policy shall mean severance of
897 active employment with the Escanaba Area Public Schools and verification to the Board
898 of an application from the teacher to the Michigan Public Schools Employees'

899 Retirement System for retirement benefits of said retirement system. The affected
900 teacher will notify the Superintendent of Schools of his or her early retirement in writing
901 no later than March 1 prior to the next school year when such retirement will take effect.
902 If a teacher decides to retire after March 1, but before October 31, his or her request
903 for early retirement incentive must be agreed to by both the Board and the Association.
904 Applicants who do not notify the Board by March 1 or obtain the mutual consent of the
905 Board and the Association shall not be eligible for the benefits outlined in this policy.

906
907 Qualified retirees shall receive One Hundred Fifty (\$150.00) Dollars per month from the
908 Board, beginning on September 1 of the first school year of their retirement, for a period
909 not to exceed six (6) years. The first payment shall be made on the appropriate
910 September 1 and subsequent payments shall be made on the first of each month
911 thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty
912 (30) days. A lump sum payment may be elected and will be paid January 1 of each
913 year covering the period of time from September 1 to October 31.

914
915 The \$150.00 monthly benefit can be applied toward the payment of health insurance in
916 effect under the Master Agreement between the Board and the Association at the time
917 of applicable benefits if the retiree submits such a request in writing and is eligible for
918 coverage under the group health insurance then in effect.

919
920 In the event of death of the retiree prior to his or her 6th year, benefits will be paid to the
921 retiree's spouse, if any, or dependent, if any, as defined by the I.R.S. for the same
922 amount of time as it would had the teacher lived throughout the period.

923
924 If a Michigan court, following exhaustion of all available state appeals, rules that early
925 retirement incentive plans are in violation of law, then the Early Retirement Incentive
926 Program described in this policy shall be null and void. In such case, the retirees shall
927 have no cause of action against the Board whatsoever.

928
929 Persons retiring due to a medical disability which qualified them for retirement benefits
930 from the Social Security Administration, the State Retirement Board, Workers'
931 Compensation, or any Board provided disability insurance are not eligible to qualify for
932 benefits under this policy. Once a person is receiving benefits through this policy,
933 however, no subsequent disability will adversely affect those benefits. The rights of any
934 retiree and the benefits to be paid to the retiree shall be only those specifically set forth
935 herein. Such rights or benefits shall not be altered if this Policy, or any amendment or
936 replacement thereof, should be changed in any way in the future.

937
938 The retiree shall lose eligibility for the rights and benefits set forth herein, if the teacher
939 returns to full-time teaching for compensation at any level or location.
940 The Board, by payment of the monthly amounts required hereunder, shall be relieved
941 from all liability with respect to any benefits provided in this policy. The retiree's benefits
942 and rights shall be specifically limited to the payment of the monthly amount provided
943 for herein. The failure of any insurance company to provide any of the benefits which
944 it has contracted for, for any reason, if such benefits are selected by the retiree, shall
945 not result in any liability to the Board, nor shall such failure be considered a breach by
946 the Board of any obligations or duties under this policy.

ARTICLE XII - INSURANCE PROTECTION

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- A. The Board will provide to the employee MESSA(s) Choices II with a 10/20 drug card for the contract period for the employee's entire family; provided, however, that the employee shall pay any and all deductibles required in such insurance plan or coverage. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents. Employees may opt to take MESSA Super Care I with a \$5/\$10 drug card. In such case, the employee shall pay the monthly difference between Super Care I with the \$5/\$10 drug card and Choices II with the \$10/\$20 drug card.
- B. The Board will provide without cost to the employee dental services provided by Delta Dental, Plan E, with orthodontic rider (0-7), calling for payment up to 80% of dental charges. The Board shall pay any increase in the dental plan premium up to a maximum annual increase of 10% of the previous year's premium; and, any increase in excess of 10% shall be paid by each teacher. This plan will include internal and external coordination of benefits.
- C. The Board will provide continuous coverage for MESSA Vision Care Plan 3 each school year at no cost to the employee. This plan will include internal and external coordination of benefits.
- D. The Board shall adopt the necessary resolution and do all those things necessary to provide the Association members a payroll deduction for the right to benefits of any tax deferred annuity program of any company who agrees to the payroll deduction of the school, and the two enrollment periods.
- E. The Board shall provide a \$75,000 Life Insurance Policy for each Association member for each of the three years under the Master Agreement (provided by MESSA with AD&D Rider). Any bargaining unit member retiring after July 1, 1990, will be entitled to the same Life Insurance benefits, paid by the Board, as the employees covered under this Master Agreement. Retirees after July 1, 1990 are entitled to same coverage up to the age of 70 paid by the Board.
- F. Each bargaining unit member shall have the right to freeze their sick leave benefits after the designated waiting period for both short-term disability and long term disability.
- G. The Board agrees to make available to members and their families long-term health care insurance offered by the Verity Insurance Company. The full cost of this insurance will be paid by the employee. In no case will the Board be liable for payment or other responsibilities that might be incurred other than payroll deduction.
- H. Any claim by an employee as to insurance benefits shall not be the basis of a grievance or subject to arbitration. The Board, by payment of any premium payments required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this Agreement. The failure of an insurance company to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Board, nor shall such failure to be considered a breach by the Board of any obligations or duties under this Agreement.

995 I. Annuity. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit
996 member for whom such contributions are made shall retain all nonforfeitable rights and
997 control over the tax-deferred annuity plan.
998

999 In lieu of health insurance, the employee shall receive in cash an amount set forth
1000 below. Such cash may be contributed to a TSA plan as allowed by federal law.
1001

1002 The annuity amounts for 06-07 are:

1003	SS	\$274.28
1004	ES/EC	\$ 96.61
1005	No health	\$567.10

1006 The 07-08 rates shall remain the same as the 06-07 rates.
1007

1008 In addition to the above, any teacher may take additional MESSA options through
1009 payroll deduction, but any additional options beyond these amounts shall be at the cost
1010 of the teacher.
1011

1012 Hold Harmless Clause With Respect to Annuity Options:
1013

1014 If any additional tax liability is imposed as a result of the Board making an annuity option
1015 available, the individual employee shall be responsible for his or her additional taxes
1016 plus any interest or penalties due, and the employer shall be responsible for its share
1017 of the taxes due plus any interest or penalties due. The employer contribution shall be
1018 submitted by separate check paid directly to the annuity company on forms provided by
1019 the annuity company, as directed in written form by the employee. In the event of an
1020 individual employee's failure or refusal to make any payments as required above, the
1021 Board shall be held harmless and indemnified with respect to any additional taxes due
1022 plus interest and penalties, if any, arising from such employee's non-payment. Such
1023 representation of the Board shall be undertaken by legal counsel reasonably acceptable
1024 to the Board.
1025

1026 J. Beginning with the 2004-2005 school year, any employee who chooses to take health
1027 care coverage shall contribute \$50.00 per month towards the payment of the premium
1028 of the health plan under a qualified 125 plan of the Internal Revenue Code.
1029

1030 **ARTICLE XIII - TEACHER EVALUATION**
1031

1032 A. All monitoring or observation of the work performance of a teacher shall be conducted
1033 openly and with full knowledge of the teacher. Monitoring of observation of work does
1034 not preclude use of substantiated events not personally observed by the administrator.
1035

1036 B. Each teacher shall have the right upon request to the proper administrative authority to
1037 review the contents of his own personnel file pertaining to his work while employed in
1038 this school system. Said teacher may also request a representative of the Association
1039 to accompany the teacher in such review.
1040

1041 C. A teacher shall at all times be entitled to have present a representative of the
1042 Association when he is being reprimanded, warned, or disciplined for any infraction of

1043 discipline or delinquency in professional performance. When a request for such
1044 representation is made, no action shall be taken with respect to the teacher until such
1045 representative of the Association is present.

- 1046
1047 1. It is the responsibility of the Administrator involved to inform said teacher of his
1048 rights pursuant to this paragraph before a witness and said teacher's response
1049 verified.
1050
1051 2. No special limitations shall be placed upon investigating, presenting, and
1052 interpreting facts and ideas relative to the specific charge.

1053
1054 D. No teacher shall be disciplined, reprimanded, or reduced in compensation without just
1055 cause and be provided with an opportunity for a hearing before the Board. Any such
1056 discipline, reprimand or reduction in rank or compensation shall be subject to the
1057 professional grievance procedure hereinafter set forth. This section shall not apply to
1058 non renewal of probationary teachers.

1059
1060 E. In the case of the necessity to reprimand, warn or discipline any teacher, such
1061 reprimand, warning, or disciplining shall be reduced to written form, the original to go
1062 to the teacher, and a copy to the personnel file in the superintendent's office. Teachers
1063 will be requested to sign said document to indicate their receipt. No interpretation of
1064 agreement or non-agreement is intended. Teachers will be granted an opportunity to
1065 comment on the form and have the administrator sign the document with a notation of
1066 a copy to the personnel file.

1067
1068 F. A teacher on a probationary status shall have an evaluation interview with his principal
1069 and/or superintendent by March 1 of each year, a copy of the evaluation form used for
1070 this interview to be given to the teacher.

1071 1072 1073 1074 **ARTICLE XIV - PROTECTION OF TEACHERS**

1075
1076 A. Teachers shall be responsible for creating and maintaining conditions conducive to
1077 learning and discipline. If disruptive behavior becomes abnormally frequent in a
1078 teacher's classroom and the teacher excludes a student, the teacher upon request, will
1079 furnish the particulars of the incident in writing to the administrator and meet with the
1080 administrator and/or the student's parents if requested by the administrator. If the
1081 student or parent refuses to attend a conference, the teacher will be notified in writing
1082 by the administrator. Other steps may be taken to resolve the matter, such as a
1083 behavior plan.

1084
1085 Whenever it appears that a particular pupil requires the attention of special counselors,
1086 social workers, law enforcement personnel, physicians or other professional persons,
1087 the Board will take reasonable steps in accordance with Public Act 11, to provide
1088 administrative assistance in the supervision of such student during the referral process.

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1. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board and the administration recognizes its responsibility to give all reasonable support and assistance to teachers in student discipline and class control.
 2. A teacher may temporarily exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable as permitted by law.
 3. If the judgment of a teacher is to be questioned by an Administrator, it shall be done privately and not in front of students.
 4. The Board shall provide a statement of the rules, regulations and procedures governing discipline, suspension and expulsion of students. The statement shall be distributed during the first week of each school year.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and may render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, as far as their investigation of the incident may warrant.
- C. If any teacher is complained against or sued by reason of an action taken by the teacher against a student, the Board, after suitable investigation, may provide legal counsel and render all necessary assistance to the teacher in his defense provided the teacher is not in violation of Board policy, consistent with law and acting within the scope of his/her employment. Assistance may include indemnification of damages, fines or legal fees or other reasonable costs.
- Time lost by a teacher in connection with an incident mentioned in this Article shall not be charged against the teacher as sick leave or as personal business leave.
- D. After suitable investigation the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not involving personal negligence on the part of the teacher. The Board will not substitute its responsibility for parental responsibility.
- If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board at a designated hospital unless covered by Workers' Compensation. Time lost under such circumstance will not be charged against teacher's sick leave.
- E. Affected teachers will be notified in advance if possible where appropriate and consistent with state or federal law, of a student's serious or chronic communicable disease. The Board shall provide in-service training in hygienic practices and

1137 management to teachers coming into contact with students having such communicable
1138 diseases.

1139
1140 F. Employees with drug or alcohol problems are encouraged to seek rehabilitation before
1141 such conditions adversely affect their employment. An employee shall not be
1142 disciplined merely for seeking treatment. The parties recognize that alcoholism is an
1143 illness to the extent defined by law.

1144
1145 G. The Board and the teachers agree to comply with state law and Board policy as it
1146 relates to corporal punishment of students. Teachers will be provided copies of the
1147 corporal punishment policy during the first week of school. All teachers will be allowed
1148 input with regards to alternatives to corporal punishment. A teacher may use
1149 reasonable force, as allowed by law, he deems necessary to protect himself and others
1150 from harm; to remove or restrain a student to maintain a safe environment if the student
1151 refuses to discontinue his/her behavior after being asked; prevent the student from harm
1152 or from harming others; quell a disturbance that threatens injury to any person or; obtain
1153 possession of a weapon; or, protect property [MCL 380.1312].

1154
1155 **ARTICLE XV - NEGOTIATION PROCEDURES**

1156
1157 A. It is agreed that matters not specifically covered by this Agreement, but of common
1158 concern to the parties, shall be subject to professional negotiations between them from
1159 time to time during the period of this agreement. The parties undertake to cooperate
1160 in arranging meetings, selecting representatives for such discussions, furnishing
1161 necessary information and otherwise constructively considering and resolving any such
1162 matters.

1163
1164 B. In the event the salary schedule is reopened for negotiation by either party, as provided
1165 in Appendix A, Salary Schedule paragraph 2 of this Agreement, the parties will promptly
1166 negotiate for the purpose of reaching an agreement upon a revised salary schedule.
1167 At least by March 1st, the parties will likewise begin negotiations for a new agreement
1168 covering wages, hours, terms, and conditions of employment of teachers employed by
1169 the Board.

1170
1171 C. In any negotiations described in this Article, neither party shall have any control over the
1172 selection of the negotiating or bargaining representatives of the other party and each
1173 party may select its representatives from within or outside the school district.

1174
1175 It is recognized that no final agreement between the parties may be executed without
1176 ratification by a majority of the Board of Education and by a majority of the membership
1177 of the Association, but the parties mutually pledge that representatives selected by each
1178 shall be clothed with all necessary power and authority to make proposals, consider
1179 proposals, and make concessions in the course of negotiations or bargaining, subject
1180 only to such ultimate ratification.

1181
1182 D. If the parties fail to reach an agreement in any such negotiations, either party may
1183 invoke the mediation procedures of the Michigan Employment Relations Commission,
1184 or take any other lawful means.

1185 E. During the first two weeks of each school quarter, the Association Professional
1186 Negotiating Committee and the Administrative Staff, together with a member of the
1187 Board of Education or its designee shall meet to discuss the administration of this
1188 Agreement and any problems under it which either party believes exist or may occur in
1189 the operation of the School District. The Superintendent of Schools or the chairman of
1190 the Professional Negotiating Committee shall be responsible for calling this meeting.
1191 An agenda shall be prepared by the parties covering the subjects to be discussed at
1192 least one week prior to the meetings.
1193

1194 ARTICLE XVI - GRIEVANCE PROCEDURE

1195
1196 A. Definition of Grievance: A "grievance" is an alleged violation of the terms and provisions
1197 of this Agreement, including questions of interpretation of application of the terms and
1198 provisions of this Agreement, subject to the exceptions set forth below.
1199

1200 B. Time Limitations: All time limitations herein shall consist of school days, and such limits
1201 may be extended only upon mutual written consent of the parties. It is understood and
1202 agreed that the time limitations herein set forth shall be considered as substantive, and
1203 failure to conform to such limitations shall mean default by the party failing to conform.
1204

1205 The failure of an aggrieved person to proceed to the next level of the procedure within
1206 the time limits herein set forth shall be deemed to be an acceptance of the decision
1207 previously rendered, and shall constitute a waiver of any future appeal concerning that
1208 particular grievance.
1209

1210 C. Purpose and Definitions: The purpose of this grievance procedure is to secure, at the
1211 lowest possible administrative level, equitable solutions to problems which may arise
1212 from time to time affecting the working conditions of teachers. Both parties agree that
1213 these proceedings shall insofar as possible, be kept as informal and confidential as may
1214 be appropriate at any level of the procedure. Nothing contained herein shall be
1215 construed to limit the right of any teacher to discuss a matter informally with any
1216 appropriate member of the administration. The term "aggrieved person" is the person
1217 or persons, including representatives of the Association, making the grievance.
1218

1219 D. Procedure: In the handling and processing of a grievance the following procedures shall
1220 apply:
1221

1222 1. Step One. Any teacher who believes he has a grievance may present such
1223 grievance, on an informal basis, with his immediate supervisor. A representative
1224 of the Association Grievance Committee may be present at this informal
1225 conference, if requested. If the grievance is not resolved, the matter shall be
1226 reduced to writing by the aggrieved person and submitted to his supervisor
1227 within five (5) days from the time of the discussion between the aggrieved
1228 person and his supervisor. In the event the grievance involves more than the
1229 aggrieved person or is filed by the Association, it must be filed with the
1230 appropriate supervisor who could remedy the alleged grievance. No grievance
1231 shall be processed unless it is presented at Step One within fifteen (15) days of

1232 its occurrence or of the date upon which it reasonable should have become
1233 apparent.

1234
1235 Within ten (10) days after the presentation of the written grievance, the
1236 supervisor shall give his answer in writing to the aggrieved person or to the
1237 Association, whichever shall have submitted the written grievance. The
1238 grievance shall be submitted to the supervisor on the forms provided for such
1239 purpose, shall be signed by the "aggrieved person", and shall specify the nature
1240 of the alleged violation, misinterpretation or misapplication, including specific
1241 references to the sections of this Agreement allegedly involved.
1242

- 1243 2. Step Two. In the event the grievance is not settled at Step One, whether
1244 because of dissatisfaction with the written decision of the supervisor by the
1245 aggrieved person or by failure on the part of the supervisor to render a decision
1246 within the time provided, the aggrieved person may refer the matter to the
1247 Association president or Association Grievance Committee who shall refer the
1248 grievance, in writing, to the Superintendent of Schools within five (5) days after
1249 the date of the answer by the Superintendent (or his designee) at Step One of
1250 this procedure, or within five (5) days after the date of the answer of the
1251 supervisor was due. The Superintendent of Schools or his designee shall
1252 represent the Administration in the handling of the grievance procedure at this
1253 level, and within ten (10) days after receiving the written grievance, he shall
1254 meet with the aggrieved person in an attempt to resolve the grievance. Within
1255 five (5) days after the conclusion of such meeting, the Superintendent shall
1256 provide to the aggrieved person and the Association President a written answer
1257 to the grievance. A representative of the Association may be present at the
1258 meeting between the Superintendent and the aggrieved person, if requested by
1259 the aggrieved person.
1260

- 1261 3. Step Three. If the alleged grievance is not settled at Step Two, it may be
1262 referred in writing to the Secretary of the Board of Education within five (5) days
1263 after the answer by the Superintendent in Step Two. Such grievance shall state
1264 with specificity and in detail the nature of the grievance, including referenced to
1265 the provisions of the Master Agreement claimed to have been violated or
1266 misinterpreted. The Board, or a committee thereof, shall hold a hearing or
1267 otherwise investigate the grievance or prescribe such other procedures as it may
1268 deem appropriate for consideration of the grievance. The Association shall have
1269 an opportunity to present its views to the Board or committee at this step. The
1270 Board, or a committee thereof, shall render a decision on the grievance and
1271 present it, in writing, to the Association within fifteen (15) days after the matter
1272 was referred to the Board of Education, as therein provided.
1273

- 1274 4. Step Four. If the grievance is not settled at Step Three, the matter may be
1275 referred to arbitration by the Association or the Board. Notice to refer the matter
1276 to arbitration must be given to the Board within ten (10) days from the date of the
1277 Board's written decision at Step Three. Within five (5) days after the request for
1278 arbitration has been served upon the Secretary of the Board of Education, a
1279 committee of the Board, or its designated representative, and a committee of the

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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. In cases of discipline or discharge, the arbitrator shall not modify any discipline or discharge impose, but shall be limited to determine whether just cause existed for the imposition of such discipline. The arbitrator shall not render any decision which would require or permit action in violation of the applicable School Laws and Regulations of the State of Michigan.

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

E. Subjects Excluded From Grievance Procedure:

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

1. Any complaint or dispute involving the discharge, termination, demotion of a teacher shall not be subject to the grievance and arbitration provisions if that teacher's case qualifies for jurisdiction and could be heard pursuant to the Teachers Tenure Act.
2. Any non-renewal of a probationary teacher's employment, or termination of a probationary teacher. If a probationary teacher is discharged during the school year for "just cause" (as distinguished from a non-renewal of employment), then,

1327 only in such event, such discharge shall be subject to the grievance procedure,
1328 and the exclusions herein stated shall not apply.

- 1329
- 1330 3. Any claim or complaint for which there is established another remedial procedure
1331 or forum established by law, including alleged disputes within the jurisdiction of
1332 the Equal Employment Commission; Civil Rights Commission; Michigan
1333 Employment Relations Commission or Michigan Tenure Commission.
- 1334
- 1335 4. Any action, order or regulation of the Board governed by Article I, paragraph D
1336 of this Agreement, or governed by Article IIB of this Agreement.
- 1337
- 1338 5. Any policies, rules or regulations of the Board, except if the same shall directly
1339 relate to wages, hours, and conditions of employment.
- 1340

1341 F. Class Grievance:

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1343 If, in the judgment of the Association Grievance Committee, grievance affects a group
1344 or class of teachers, the Association Grievance Committee may submit such grievance
1345 in writing, to the Superintendent of Schools directly, indicating the same to constitute
1346 a class grievance, and the processing of such grievance shall be commenced at Step
1347 Two of the grievance procedure. Such grievance shall be designated as a "class
1348 grievance" and the class affected shall be designated.

1349

1350 G. Documentation:

1351

1352 Copies of all written decisions of grievance shall be sent to all parties involved and the
1353 Association president. Forms for filing grievances, serving notices, taking appeals,
1354 making reports and recommendations and other necessary documents shall be jointly
1355 prepared and given appropriate distribution by the Superintendent to facilitate operation
1356 of the grievance procedure.

1357

1358 H. General Provisions:

1359

1360 In the event a grievance is filed on or after June 1st, which, if left unresolved until the
1361 beginning of the following school year could result in irreparable harm to a party in
1362 interest, the time limitations herein set forth shall be, insofar as practicable, reduced so
1363 that the grievance procedure may be completed prior to the end of the school terms or
1364 as soon thereafter as is practicable, and references to days shall be, in such event,
1365 deemed to be calendar days.

1366

1367 The filing of any grievance shall in no way interfere with the right of the Board to
1368 proceed in carrying out its management responsibilities, subject to the final decision of
1369 the grievance. In the event the alleged grievance involves an order, requirement,
1370 regulation or similar rule or procedure, the aggrieved person shall fulfill or carry out such
1371 order or requirement pending the final decision of the grievance procedure. No teacher
1372 may be represented by any teacher organization other than the Association in any
1373 grievance procedure initiated pursuant to this Agreement.

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

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

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

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

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

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

i. Rights of Teachers to Representation:

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any School Representative, any member of the Association Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Individuals may not arbitrate grievances.

1422 3. Nothing contained herein shall be construed to prevent any individual teacher
1423 from presenting a grievance and having the grievance adjusted without
1424 intervention of the Association, if the adjustment is not inconsistent with the
1425 terms of this Agreement, provided that the Association has been given
1426 opportunity to be present at such adjustment.
1427

1428 J. Miscellaneous:
1429

1430 1. Decisions rendered at Levels One, Two or Three of the grievance procedure
1431 shall be in writing setting forth the decision and the reasons therefore and shall
1432 be transmitted promptly to all parties in interest and to the Chairman of the
1433 Association Grievance Committee.
1434

1435 2. All documents, communications and records dealing with the processing of a
1436 grievance shall be filed separately from the personnel files of the participants.
1437

1438 3. Forms for filing grievances, serving notices, taking appeals, making reports and
1439 recommendations, and other necessary documents shall be jointly prepared and
1440 given appropriate distribution by the Superintendent so as to facilitate operation
1441 of the grievance procedure.
1442

1443
1444 **ARTICLE XVII - MISCELLANEOUS**
1445

1446 A. No polygraph or lie detector device shall be used in any investigation of any teacher
1447 without his consent.
1448

1449 B. To fulfill state requirements, professional development days for teachers may be held
1450 on scheduled instruction days, non-session days, or Saturdays which are not part of
1451 holiday weekends.
1452

1453 Each teacher who attends a District sponsored professional development day on non-
1454 session days or a Saturday will receive a stipend equal to one day of substitute pay per
1455 session/day.
1456

1457 Payment to each teacher will be made by separate check at the end of the school year.
1458

1459 The District will seek approval for CEUs for district sponsored professional development
1460 days.
1461

1462 C. This Agreement shall supersede any rules, regulations or practices of the Board which
1463 shall be contrary to or inconsistent with its terms. It shall, likewise, supersede any
1464 contrary or inconsistent terms contained in any individual teacher contracts then in
1465 effect. All future individual teacher contracts shall be made expressly subject to the
1466 terms of this Agreement. The provisions of this Agreement shall be incorporated into
1467 and be considered part of the established policies of the Board.
1468

- 1470 D. Copies of this Agreement shall be printed at the expense of the Board and presented
1471 to all teachers now employed or hereafter employed by the Board.
1472
- 1473 E. If any provision of this Agreement of any application of the Agreement to any employee
1474 or group of employees shall be found contrary to the law, then such provision or
1475 application shall not be deemed valid and subsisting except to the extent permitted by
1476 law, but all other provisions or application shall continue in full force and effect.
1477
- 1478 F. Teachers of the school district may accept work outside the school system but not
1479 during school hours, provided such work does not in any way interfere with the
1480 performance of the teacher's school duties; provided such work does not conflict with
1481 school activities; in accordance with existing policies and practices.
1482
- 1483 G. Payroll deductions are available upon request for any of the following reasons:
1484
- 1485 1. For savings or payment of loans to the Delta County Teachers' Credit Union.
 - 1486 2. For a tax sheltered annuity program as agreed upon by the Association.
1487
- 1488 H. School will be closed November 15.
1489
- 1490 I. Teachers may designate their bi-weekly pay checks be issued in 20 payments, 26
1491 payments throughout the calendar year, or 20 payments with a lump sum on the last
1492 working day.
1493
- 1494 J. Hepatitis B vaccinations, if required, shall be paid for by the Board.
1495
1496

1497 **ARTICLE XVIII - AGENCY SHOP**

1498

- 1499 A. Teachers may at any time sign and deliver to the Board an assignment authorizing
1500 deduction of membership dues and assessments to the Association (including the
1501 National Education Association and the Michigan Education Association). Such
1502 authorization shall continue in effect unless subsequent to June 1st and prior to
1503 September 15th of any year, such authorization is formally revoked by the teacher in
1504 writing and copies thereof are delivered to the Association and the Board. Annual
1505 authorizations are required for political contributions.
1506
- 1507 B. Annual deduction of membership dues shall be made from one regular pay check each
1508 month, for ten (10) months, beginning in September and ending in June of each year
1509 and the Board agrees promptly to remit to the respective Association all monies so
1510 deducted, accompanied by a list of teachers from whom the deductions have been
1511 made. One half of local dues, plus assessments, shall be paid to the Association
1512 Treasurer on the second payday in January with the balance to be paid on the first
1513 payday in May.
1514
- 1515 C. Under no circumstances shall the Board be held responsible for anything other than the
1516 transfer of authorized dues payments. In the event of a teacher's non-payment of dues,
1517 the Board shall be held harmless for the assessment and collection of such dues, and

1518 the imposition of any penalties arising from the non-payment. Such representation of
1519 the Board shall be undertaken by Association counsel reasonably acceptable to the
1520 Board.
1521

1522 D. Each bargaining unit member, shall as a condition of employment on or before thirty (30)
1523 days from the date of commencement of duties or the effective date of this Agreement,
1524 whichever is later, join the Association or pay a service fee to the Association equivalent
1525 to the amount of dues uniformly required of the members of the Association, less any
1526 amounts not permitted by law. The bargaining unit member may authorize payroll
1527 deduction for such fee annually, effective January 1 through December 31. In the event
1528 the bargaining unit member shall not pay such service fee directly to the Association or
1529 authorize payment through payroll deduction, the Employer shall, pursuant to MCLA
1530 408.477; MSA 17.2777(7) and at the request of the Association, deduct the service fee
1531 from the bargaining unit member's wages and remit same to the Association under the
1532 procedure below. Such monies shall be remitted to the Association or its designee no
1533 later than twenty (20) days following deduction. The procedure in all cases of non-
1534 payment of the service fee shall be as follows:
1535

- 1536 1. The Association shall notify the bargaining unit member of non-compliance by
1537 certified mail, return receipt requested. Said notice shall detail the non-
1538 compliance and shall provide ten (10) days for compliance, and shall further
1539 advise the recipient that a request for wage deduction may be filed with the
1540 Board in the event compliance is not effectuated.
1541
- 1542 2. If the bargaining unit member fails to remit the service fee or authorize deduction
1543 for same, the Association may request the Board to make such deduction
1544 pursuant to Paragraph 1, above.
1545
- 1546 3. The Board, upon receipt of request for involuntary deduction, shall provide the
1547 bargaining unit member with an opportunity for a due process hearing limited to
1548 the question of whether or not the member has remitted the service fee to the
1549 Association or authorized payroll deduction for same.
1550
- 1551 4. Payroll deductions made pursuant to the procedure outlined above shall be
1552 made in equal amounts as nearly as may be from the paychecks of the
1553 bargaining unit member so affected.
1554
- 1555 5. The deduction of membership dues and/or representation fees shall be made
1556 from the second paycheck of each month for ten (10) months, beginning in
1557 September and ending in June of each year. Dues deductions shall be
1558 transmitted by the Board to the Association designee within ten (10) days after
1559 such deductions are made. The designee shall be responsible for disbursement
1560 of dues paid to the Treasurers of those organizations designated by the
1561 Association. A list of teachers from whom those deductions have been made
1562 shall accompany the remittance to the Association.
1563
- 1564 6. All refunds claimed for dues of the Association, MEA or NEA, under such dues
1565 authorization shall lie solely with the Association. The Association agrees to

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reimburse any teacher for the amount of any dues deducted by the Board and paid to the association, which deduction is by error in excess of the proper deduction. The Board agrees to assist the Association in finding any mathematical errors with respect to refund claims.

7. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association's security/agency shop provisions under this Article. If the indemnification and hold harmless provision is found to be unlawful, the duty to make involuntary deductions shall cease.
8. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "objection to political ideological expenditures-administrative procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. Administrative or judicial review thereof may be availed of by such objecting bargaining unit member concerning the application and interpretation of this fee.
9. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to the non-members along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that this procedure in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
10. The Association shall certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. Further, the Association agrees to timely notify the District in the event a court order is entered restraining the Association from implementing its policy regarding objections to political-ideological expenditures. If as a result of notice that such an order has been entered, the District intends to suspend involuntary wage deductions under this Article, it shall give timely notice to the Association.

1614 **ARTICLE XIX - STUDENT TEACHERS**

- 1615
- 1616 A. The acceptance of any student teacher by a teacher shall be voluntary.
- 1617
- 1618 B. The supervising teacher shall be paid, in addition to his or her contractual salary, that
- 1619 sum in total as provided by the participating University or College for each eight week
- 1620 period.
- 1621
- 1622 C. The student teacher may not be used as a substitute teacher.

1623

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1625 **ARTICLE XX - REDUCTION IN PERSONNEL AND RECALL**

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- 1627 A. When, in the judgment of the Board, reductions in personnel are necessary, the Board
- 1628 will meet and jointly plan such reductions (lay-offs) with the P.N. Committee, and the
- 1629 final decision will be made by the Board.
- 1630
- 1631 The parties understand that the District receives grant money from various sources for
- 1632 the purpose of funding student programs. Grant money from state or federal sources
- 1633 is that which is not contained in the foundation grant.
- 1634
- 1635 School nurses, social workers and grant positions shall require a 20 working day notice
- 1636 of layoff regardless of any contractual provisions to the contrary.
- 1637
- 1638 B. The Board and the Professional Negotiations Committee agree that lay-offs will occur
- 1639 in the inverse order of seniority as defined in C. below, always provided that the
- 1640 remaining teachers are certified to teach in the remaining positions. All positions held
- 1641 by a pink-slipped people shall be posted provided that they are still available as of June
- 1642 1st.
- 1643
- 1644 C. Seniority shall be determined by using the following criteria as listed in order of priority.
- 1645
- 1646 1. Length of service in Escanaba Area Public Schools;
- 1647 2. Length of service in department or grade level;
- 1648 3. Professional qualifications and certifications;
- 1649 4. Experience in subject or grade level in the last ten (10) years.
- 1650
- 1651 D. The Board shall prepare a seniority list by grade and subject area and transmit same
- 1652 to the Association on or before October 1 of each contract year. A lottery (drawing of
- 1653 names) shall be instituted for those bargaining unit members hired with the same first
- 1654 date of employment. Association and administration representatives and the employees
- 1655 involved may be present at the lottery. Individuals who are hired to fill additional
- 1656 sections or classes on a semester to semester basis shall not accrue seniority for work
- 1657 in such positions. Within ten (10) days after posting of the seniority list, any objections
- 1658 to the list shall be forwarded. Thereafter, the list shall be final and conclusive for that
- 1659 year.
- 1660

- 1661 E. Teachers who are laid off shall suffer no loss of sick leave benefits or seniority accrued
1662 for that contract year.
1663
- 1664 F. Teachers who are laid off during a contract year shall be considered having completed
1665 the contract year for purposes of placement on the salary scale. No salary scale
1666 advancement shall be granted if recalled during the same contract year.
1667
- 1668 G. Recall to employment shall be in the inverse order of lay-off, as determined by the
1669 program(s) offered by the Board.
1670
- 1671 H. Upon recall, all accrued benefits in Escanaba shall be restored to the employee.
1672
- 1673 I. Employees shall be notified of recall by registered letter and shall have fifteen (15)
1674 calendar days to respond. If he does not respond by that time, he shall be considered
1675 resigned.
1676
- 1677 J. No teacher shall be laid off pursuant to a necessary reduction in personnel for any
1678 school year or portion thereof unless the teacher shall have been notified by the day
1679 after the third Monday of May.
1680
- 1681 K. The Board shall not subcontract teaching assignments to an Intermediate School District
1682 which would cause reduction of staff if enrollment in the given courses is deemed
1683 adequate by the Board.
1684
- 1685
- 1686 L. After a bargaining unit member has been on layoff for at least three (3) years or a period
1687 set forth in the Tenure Act, whichever is greater, the Board may remove such
1688 individual's name from the seniority list and shall have no obligation to recall such
1689 individual.
1690

1691 **ARTICLE XXI - EXPERIMENTAL AND INNOVATIVE PROGRAMS**

- 1692
- 1693
- 1694 A. The Board shall provide for the Upper Peninsula Education Association-Michigan
1695 Education Association involvement in new or innovative programs from planning
1696 through evaluation stages.
1697
- 1698 B. School Crisis Response Team.
1699
- 1700 1. Participation at any level will be totally voluntary, with the exception of any
1701 employee whose duties are directly related to those of the team.
1702
- 1703 2. Any training, materials, or instruction will be provided by the Board as necessary.
1704
- 1705 3. Teacher volunteers, including those teachers while out of their assigned room
1706 in reacting to the crisis, will be indemnified for any liability resulting from their
1707 participation on the team, or substituting for a team member, except in cases of
1708 gross negligence or willful misconduct.

1709 **ARTICLE XXII - SCHOOL IMPROVEMENT PROGRAM**

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- A. In the event that the Board of Education studies and implements a school improvement plan, no part of such a plan will be implemented if it violates, contradicts, or is inconsistent with the terms and provisions of this Agreement.
- B. The superintendent or designee shall submit a progress report on SIP to the EEA at the second and fourth quarterly conference.
- C.
 - 1. Participation in the School Improvement Program is to be voluntary at all levels. No assignments or committee responsibilities will be established or directed without the teacher's consent.
 - 2. Non-participating teachers will in no way be subject to discrimination for failure to participate.
 - 3. Each new school year the School Improvement Program Committee should be encouraged to change to bring about new leadership and ideas.

**ARTICLE XXIII –
LEAST RESTRICTIVE ENVIRONMENT**

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

ARTICLE XXIV - ADULT EDUCATION

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

ARTICLE XXV - MENTOR TEACHERS

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- A. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in Section 1526 of the School Code, as not in effect or as amended, and shall perform the duties of a Master Teacher as specified in the code.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. The purpose of the mentor assignment is to provide an individual who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
1. Participation as a Mentor Teacher shall be voluntary.
 2. The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 3. The Association shall notify the Administration when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within ten (10) work days after the notification.
 4. Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 5. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
 6. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee at the end of each semester. The appointment may be renewed in succeeding years.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, neither the Mentor Teacher nor the Mentee shall be required to participate in any matter related to the evaluation of the other. Further, neither shall be required to testify as a witness in any grievance or administrative hearing involving such evaluations.
- E. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time, if applicable.
- F. Mentees shall be provided with such professional development induction into teaching as required by law.
- G. Mentor Teachers shall be compensated \$500 per school year in which they work as a Mentor.

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ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall be effective as of October 6, 2006, retroactive to July 1, 2006, and shall continue in effect for until June 30, 2008 except, if by the commencement of school in September 2008, the parties have not entered into a new agreement, the terms and provisions of this Agreement shall continue in force and effect until such new agreement shall become effective.

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

**MICHIGAN EDUCATION ASSOCIATION -
ESCANABA DISTRICT**

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

APPENDIX A - SALARY SCHEDULE

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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:

2006/2007

Yrs.	D	E	F	G	H	
Exp	Index	BA	BA PC	MA	MA15	MA30
1	1	\$ 34,507.05	\$ 35,624.67	\$ 36,742.34	\$ 37,859.96	\$ 38,977.62
2	1.03	\$ 35,542.26	\$ 36,693.41	\$ 37,844.61	\$ 38,995.76	\$ 40,146.95
3	1.06	\$ 36,577.47	\$ 37,762.15	\$ 38,946.88	\$ 40,131.56	\$ 41,316.28
4	1.09	\$ 37,612.68	\$ 38,830.89	\$ 40,049.15	\$ 41,267.36	\$ 42,485.61
5	1.14	\$ 39,338.04	\$ 40,612.12	\$ 41,886.27	\$ 43,160.35	\$ 44,434.49
6	1.19	\$ 41,063.39	\$ 42,393.36	\$ 43,723.38	\$ 45,053.35	\$ 46,383.37
7	1.24	\$ 42,788.74	\$ 44,174.59	\$ 45,560.50	\$ 46,946.35	\$ 48,332.25
8	1.3	\$ 44,859.17	\$ 46,312.07	\$ 47,765.04	\$ 49,217.95	\$ 50,670.91
9	1.365	\$ 47,102.12	\$ 48,627.67	\$ 50,153.29	\$ 51,678.85	\$ 53,204.45
10	1.43	\$ 49,345.08	\$ 50,943.28	\$ 52,541.55	\$ 54,139.74	\$ 55,738.00
11	1.5	\$ 51,760.58	\$ 53,437.01	\$ 55,113.51	\$ 56,789.94	\$ 58,466.43
12	1.57	\$ 54,176.07	\$ 55,930.73	\$ 57,685.47	\$ 59,440.14	\$ 61,194.86
13	1.64	\$ 56,591.56	\$ 58,424.46	\$ 60,257.44	\$ 62,090.33	\$ 63,923.30
16	1.71	\$ 59,007.06	\$ 60,918.19	\$ 62,829.40	\$ 64,740.53	\$ 66,651.73
19	1.74	\$ 60,042.27	\$ 61,986.93	\$ 63,931.67	\$ 65,876.33	\$ 67,821.06
22	1.76	\$ 60,732.41	\$ 62,699.42	\$ 64,666.52	\$ 66,633.53	\$ 68,600.61
25	1.785	\$ 61,595.08	\$ 63,590.04	\$ 65,585.08	\$ 67,580.03	\$ 69,575.05
28	1.82	\$ 62,802.83	\$ 64,836.90	\$ 66,871.06	\$ 68,905.13	\$ 70,939.27

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

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The 2007-2008 Salary Schedule is subject to change, based on the following formula:

If the 2006-2007 Choices II with \$10/\$20 drug card insurance premiums increase:

- 0% - 7%, the schedule is as printed below (2.75% increase).
- more than 7%, but less than or equal to 11%, the schedule will increase by 2.5%.
- more than 11%, the schedule will increase 2.25%.

2007/2008

Yrs.	D	E	F	G	H	
Exp	Index	BA	BA PC	MA	MA15	MA30
1	1	\$ 35,455.99	\$ 36,604.35	\$ 37,752.75	\$ 38,901.11	\$ 40,049.50
2	1.03	\$ 36,519.67	\$ 37,702.48	\$ 38,885.33	\$ 40,068.14	\$ 41,250.99
3	1.06	\$ 37,583.35	\$ 38,800.61	\$ 40,017.92	\$ 41,235.18	\$ 42,452.47
4	1.09	\$ 38,647.03	\$ 39,898.74	\$ 41,150.50	\$ 42,402.21	\$ 43,653.96
5	1.14	\$ 40,419.83	\$ 41,728.96	\$ 43,038.14	\$ 44,347.27	\$ 45,656.43
6	1.19	\$ 42,192.63	\$ 43,559.18	\$ 44,925.77	\$ 46,292.32	\$ 47,658.91
7	1.24	\$ 43,965.43	\$ 45,389.39	\$ 46,813.41	\$ 48,237.38	\$ 49,661.38
8	1.3	\$ 46,092.79	\$ 47,585.66	\$ 49,078.58	\$ 50,571.44	\$ 52,064.35
9	1.365	\$ 48,397.43	\$ 49,964.94	\$ 51,532.50	\$ 53,100.02	\$ 54,667.57
10	1.43	\$ 50,702.07	\$ 52,344.22	\$ 53,986.43	\$ 55,628.59	\$ 57,270.79
11	1.5	\$ 53,183.99	\$ 54,906.53	\$ 56,629.13	\$ 58,351.67	\$ 60,074.25
12	1.57	\$ 55,665.90	\$ 57,468.83	\$ 59,271.82	\$ 61,074.74	\$ 62,877.72
13	1.64	\$ 58,147.82	\$ 60,031.13	\$ 61,914.51	\$ 63,797.82	\$ 65,681.18
16	1.71	\$ 60,629.74	\$ 62,593.44	\$ 64,557.20	\$ 66,520.90	\$ 68,484.65
19	1.74	\$ 61,693.42	\$ 63,691.57	\$ 65,689.79	\$ 67,687.93	\$ 69,686.13
22	1.76	\$ 62,402.54	\$ 64,423.66	\$ 66,444.84	\$ 68,465.95	\$ 70,487.12
25	1.785	\$ 63,288.94	\$ 65,338.76	\$ 67,388.66	\$ 69,438.48	\$ 71,488.36
28	1.82	\$ 64,529.90	\$ 66,619.92	\$ 68,710.01	\$ 70,800.02	\$ 72,890.09

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

- 1900 C. Payment of salary shall be according to existing schedule except that when any payday
 1901 falls during a vacation, then teachers shall receive pay for that period on the last
 1902 working day prior to vacation.
 1903
 1904 D. Newly hired teachers shall be placed on the salary schedule with full credit allowed for:
 1905
 1906 1. Teaching experience outside the Escanaba Area Public Schools not to exceed
 1907 five (5) years.
 1908
 1909 2. Interrupted teaching experience within the Escanaba Area Public Schools shall
 1910 be evaluated by the Superintendent of Schools for Board approval.
 1911
 1912 3. No credit shall be given for any teaching experience received or earned before
 1913 obtaining provisional certification.
 1914
 1915 4. Credit for placement on the salary schedule for teaching experience acquired
 1916 outside the Escanaba Area Public Schools shall be based on those years
 1917 performed under a contract in an accredited school with the teacher holding
 1918 State certification.
 1919
 1920 E. No teacher shall be hired at a base salary in excess of the existing salary schedule, after
 1921 proper determination as to previous experience and or special education certification
 1922 held.
 1923
 1924 F. In the case of the necessity of hiring a non-degree teacher for full time teaching, that
 1925 person shall be paid for one year at the rate of 90% of the beginning B.A. salary.
 1926
 1927 G. Nurses' salaries shall be 90% of the B.A. plus permanent certification using the index
 1928 of the salary schedule in Appendix A.
 1929
 1930 Additional duties of nurses may be: giving eye exams to driver's education students,
 1931 assisting with sports physicals held at the high school, organizing immunizations clinics,
 1932 and the teaching of blood-borne pathogens.
 1933
 1934 Comp time for nurses may be arranged for approval by the superintendent for the same
 1935 discretionary use as personal leave days.
 1936
 1937 Nurses will be given a minimum of sixty (60) calendar days notice before termination
 1938 of employment.
 1939
 1940 H. Advancement of the Schedule:
 1941
 1942 Teachers completing the necessary number of eligible credit hours for advancement to
 1943 the next higher schedule may make application for such consideration as soon as
 1944 official grades, transcript, etc., have been received. Such application will be forwarded,
 1945 on the appropriate form, to the office of the Superintendent together with the necessary
 1946 supporting transcripts. Courses taken for advancement on the salary schedule must

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be related to the teacher's assignment or to inter-related disciplines within the scope of the major or minor fields.

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

1. B.A.+ Certification and M.A. +15
 - a. Only those courses taken after full provisional certification are applicable for advanced schedule credit.
 - b. Graduate credit courses of the candidate's own choice may be counted. They do not have to be in a planned program.
 - c. Undergraduate credit courses must have the written approval of the Credentials Evaluation Committee before enrollment. Such requests will generally be allowed only when the undergraduate course is directly related to the person's teaching assignment. To secure this approval, file a written application in triplicate on the appropriate form which is available in your school office. Send such application to the office of the Superintendent clearly marked "Attention of Credentials Evaluation Committee".

2. M.A. +30
 - a. All hours beyond the M.A. +15 must be on the graduate level and should be related to one's own area of teaching assignment or in preparation for a specific future assignment in the system. Any course not included in a degree program (i.e. second master's program) must be approved by the committee. In order to secure approval, a written application should be submitted as in (1-c). In cases where there may be question, doubt, or where committee action is indicated concerning the application, the Superintendent and the Board of Education.

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

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

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 any such credits. For any other institution the Board will pay 75% of the average between the highest cost and the lowest cost for graduate level courses of the same nature of the two relevant Michigan public universities or colleges. This includes any credits earned for job-related educational expenses.

The board will file a 1099 Form for such educational expenses upon request of the employee. The Board shall reimburse the employee by separate check. Any subsequent tax obligation will be the responsibility of the employee.
- B. Teachers who receive an increase in salary by reaching a higher training level after summer school attendance shall receive both the increase as provided for in the salary schedule and the allowance for summer school attendance.
- C. Reimbursement of tuition will be made twice each year-at the first payday in March for courses taken during the first semester, and at the first payday in October for courses taken during the second semester or in summer session. The teacher must be in the employ of the Escanaba Area Public Schools at the time of reimbursement in order to receive it.
- 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

1. The District shall have the right to determine qualifications and hire individuals for all Appendix C positions. Seniority shall not be a factor for hiring.
2. Written evaluations by the appropriate administrator(s) of individuals in all Appendix C positions shall be done periodically, not less than every two years. Copies shall be given to the individuals evaluated. Athletic Director/Activities Director, the appropriate principal, and other appropriate individuals may be involved in such evaluations.
3. The District shall have the conclusive authority to reassign individuals to different Appendix C positions within a given sport, grades 9-12. Reasons for such reassignments shall be put in writing and shall be given to the individual(s) involved at least 90 days before the first event of a given season, except under unusual circumstances.
4. No individual in an Appendix C position shall be terminated or reassigned except under unusual circumstances without a reasonable time to correct matters set forth in an evaluation. (Such provisions shall not preclude immediate termination for just cause.)
5. Contracts for all Appendix C positions shall be signed annually for such positions.
6. Appendix C positions shall be posted as other teaching vacancies are in Article VII.

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

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

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

	<u>Extra Duty</u>		<u>Percentage</u>
2065	Football:	Jr. High Head Coach	4
2066		Jr. High Asst. Coach	3
2067		*9th Gr. Head Coach	6
2068		*9th Gr. Asst. Coach	5
2069		*J.V. Head Coach	7
2070		*J.V. Asst. Coach	6
2071		*Varsity Head Coach	10
2072		*Varsity Asst. Coach	7
2073			
2074			
2075	Cheerleading:	Varsity Head Coach	5
2076	(sideline)	J.V.Asst. Coach	3
2077		9 th Gr. Asst. Coach	3
2078			
2079	Cheerleading:	Varsity Head Coach	5
2080	(Competitive)	Asst. Coach	3
2081			
2082	Wrestling:	Head Coach	10
2083		Asst. Coach	7
2084			
2085	Gymnastics:	Head Coach	10
2086		Asst. Coach	7
2087			
2088	Basketball-Boys:	7 th Grade	4
2089		8 th Grade	4
2090		9 th Grade	6
2091		J.V. Coach	7
2092		Varsity Head Coach	10
2093			
2094	Basketball-Girls:	7 th Grade	4
2095		8 th Grade	4
2096		*Freshman	6
2097		*J.V. Coach	7
2098		*Varsity Head Coach	10
2099			
2100	Tennis:	Head Coach-Boys	6
2101		*Head Coach-Girls	6
2102		Asst. Girls Coach	5
2103			
2104	Golf-Boys/Girls:	Head Coach	6
2105			
2106	Track:	Jr. High Head Coach	3
2107		Jr. High Asst. Coach	2.5
2108		Sr. High Head Coach	6
2109		Sr. High Asst. Coach	5
2110		*Sr. High Cross Country	6
2111		*Sr. High Asst. Cross Country	4.5
2112			

2113	Hockey:	Varsity Head Coach	10
2114		Varsity Asst. Coach	7
2115			
2116	Volleyball-Girls:	Varsity Head Coach	10
2117		J.V. Coach	7
2118		Freshman Coach	6
2119			
2120	Girls Softball:	Varsity Head Coach	6
2121		Asst. Varsity Coach	5
2122			
2123	Baseball	Varsity Head Coach	6
2124		Asst. Varsity Coach	5
2125			
2126	* \$150 for 2 per day practices each week and \$75 for 1 day practices for each week in the		
2127	summer for a maximum of three weeks.		
2128			
2129	Music:	Jr. High Band	5.5
2130		Elementary Honor Band	1.5
2131		Sr. High Band	7.5
2132		Jr. High Orchestra	2
2133		Sr. High Orchestra	3
2134		Elementary Orchestra	1.5
2135		Marching Band	4
2136		Flag Corp	2
2137		Sr. High Vocal Music	5
2138		Musical-Director of Music	4
2139		Musical-Director of Drama	4
2140		Secondary Jazz Band	2.5
2141			
2142	Class Advisors:	9 th Grade	2
2143		10 th Grade	2
2144		11 th Grade	3
2145		12 th Grade	3
2146			
2147	Clubs:	Chess Club	3.5
2148		National Honor	
2149		Society Chairperson	1.5
2150		"E" Club	2.5
2151		Key Club	4
2152		Ski Club	4
2153			
2154	All Other Jr. High:	Drama	2
2155		Student Council	2.5
2156		Cheerleaders	2
2157		Yearbook	2
2158		Girls Intramural Volleyball	1
2159		Intramural Basketball	1
2160		Intramural Wrestling	1

2161	All Other Sr. High:	Ticket Manager	6
2162		Escanaban	4.5
2163		Yearbook Advisor	5.5
2164		Bookstore	3.5
2165		H.S. Quiz Bowl	2
2166		Dramatics	4
2167		Forensics	2.5
2168		Youth in Government	3.5

2170 7. No extra duty activities which are operated simultaneously may be handled by the same
 2171 individual except in an emergency when dropping of an activity is the only option.
 2172

2173 8. Pay for employees working at athletic events:
 2174

	<u>Varsity</u>	<u>Junior Varsity</u>	<u>Freshmen</u>
2175 <u>Football Games</u>			
2176 Ticket Sellers & Takers,	\$11.00	\$8.00	\$8.00
2177			
2178 Official for "down			
2179 box" and the "chain			
2180 gang"	\$15.00	\$9.00	\$9.00
2181			
2182 Scorekeepers	\$11.00	\$7.00	\$7.00
2183			
2184 <u>Basketball Games-Boys& Girls</u>			
2185 Ticket Sellers & Takers	\$15.00 (west-Vars.-J.V.)		\$8.00
2186	\$13.00 (east-Vars.-J.V.)		
2187			
2188 Scorers/Timekeepers	\$15.00	\$9.00	\$9.00
2189			
2190 <u>Gymnastics & Wrestling</u>			
2191 Ticket Sellers/Takers	\$10.50 (Vars.-J.V.)		
2192			
2193 Scorers/Timekeepers	\$8.00	\$8.00	\$8.00
2194			
2195 <u>Hockey</u>			
2196 Ticket Sellers/Takers	\$11.00		
2197 Scorers/Timekeepers	\$11.00		
2198 Goal Judges	\$6.00		
2199			
2200 <u>Volleyball-Girls</u>			
2201 Ticket Sellers/Takers	\$10.50 / night (Var/JV/Frosh)		
2202 Single match only			\$8.00
2203 Scorers, Varsity	\$11.00		
2204 Scorers, J.V.		\$8.00	
2205 Scorers, Fr.			\$8.00
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Department Heads

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

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

The qualifications for department heads shall be as follows:

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

Drivers Education

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

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Miscellaneous

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

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APPENDIX D

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

A. September

1. Begin new teacher orientation.

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

B. October

- 1. Begin classroom observations of teachers.
- 2. Begin recording progress of teachers.

- a. Observation reports.
- b. Anecdotal records.

C. November

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

- 2351 D. December
 2352
 2353 1. Same as November.
 2354 2. Remember to maintain good communication with each probationary teacher
 2355 regarding progress.
 2356
- 2357 E. January
 2358
 2359 1. Summarize first-semester progress in writing and add to personnel folder.
 2360 2. Make notes where evidence exists that teachers are doing a good job.
 2361 3. Where evidence exists that teachers are not measuring up to your expectations.
 2362
 2363 a. Tell them so, again in writing, but also in a personal conference.
 2364 b. Advise the personnel office in writing.
 2365
- 2366 F. February
 2367
 2368 1. Continue program of previous months for most teachers.
 2369 2. In late February, review all file materials on each probationary teacher.
 2370 3. Schedule "Evaluation Review" conferences with probationary teachers where
 2371 necessary.
 2372
- 2373 G. March
 2374
 2375 1. FIRST WEEK OF MARCH: Complete evaluation forms and recommendations
 2376 for each probationary teacher. Hold the "Evaluation Review" conferences with
 2377 each. Remember: Rate each probationary teacher in comparison to his training
 2378 and experience.
 2379 2. END OF FIRST WEEK: Send signed teacher evaluation to personnel office.
 2380 Retain one copy for each teacher in personnel folder.
 2381 3. BEGINNING OF SECOND WEEK: Recommendations for each probationary
 2382 teacher are due in the personnel office.
 2383 4. MARCH 10TH OR 11TH: Director of Personnel is to hold a conference in each
 2384 case where a teacher is not recommended for tenure.
 2385 5. ABOUT MARCH 18TH: Recommendations for the Board of Education
 2386 consideration are typed and duplicated.
 2387 6. ABOUT MARCH 20TH: Recommendations are mailed to the Board of Education.
 2388 7. ABOUT MARCH 26TH: Action is taken by Board.
 2389
- 2390 H. April
 2391
 2392 1. April 1st : Probationary teachers are notified in writing regarding their satisfactory
 2393 or unsatisfactory service.
 2394 2. April 15th to May 15th: For teachers whose work has not been entirely
 2395 satisfactory: The appropriate person shall develop an Individual Development
 2396 Plan designed to upgrade the performance of each teacher whose work has not
 2397 been satisfactory. The plan is to be in writing and is to be reviewed with the
 2398 teacher.

APPENDIX E

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

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The parties agree that if the Interactive Two-way Network is re-instituted, the language of the 2002-2003 contract shall be applicable.

**APPENDIX F
2006-2007 SCHOOL CALENDAR**

2421		
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2426	August 30, 2006	Teacher Work Day/1/2 Prof Dev
2427	August 31, 2006	Teacher Prof. Dev.
2428		
2429	September 5, 2006	First Student Day
2430		
2431	November 15, 2006	No School – Deer Day
2432	November 24-26	No School – Thanksgiving Recess
2433		
2434	December 25 thru January 1, 2007	No School – Christmas Break
2435		
2436	January 26, 2007	No Classes – Teacher Work Day
2437		
2438	February 16, 2007	No School -Project Tell
2439	February 19, 2007	No School – Winter Break
2440		
2441	April 2, 2007 thru April 6, 2007	No School – Spring Break
2442		
2443	May 30, 2005	No School – Memorial Day
2444		
2445	June 7, 2007	Last Day for Students
2446	June 8, 2007	Teacher Work Day
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**APPENDIX G
Letter of Understanding
between**

ESCANABA AREA PUBLIC SCHOOLS - BOARD OF EDUCATION

-and-

MICHIGAN EDUCATION ASSOCIATION - ESCANABA DISTRICT

The parties agree to the following pilot program for **2006-2008**. This may be extended with mutual agreement of the parties.

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

- 1 class period (HS/MS) = Equivalent amount of comp. time.
- 6 hours of comp. time - One full day
- 3 hours of comp. time - _ day

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

Accumulation of Comp. Time

1. Substituting for another teacher
2. Attending an I.E.P.C. before school, or after school. Each I.E.P.C. will equal 1 hour of comp time for teachers attending before or after school. Time will be earned in increments of fifteen (15) minutes.
3. Saturday school supervision
4. Elementary teachers teaching a full period during itinerant time.
5. Emergency situations (principal's determination)

Comp time cannot be used in the last 20 days of school calendar. There will be no carryover at the end of the year. Teachers would be paid at a substitute rate (100%) for any unused comp time or fraction of _ day.

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

BOARD OF EDUCATION:

EDUCATION ASSOCIATION:

By: _____

By: _____

Its: _____

Its: _____

ESCANABA AREA PUBLIC SCHOOLS

District Administration Office
.500 Ludington Street
Escanaba, MI 49829

Superintendent Office
Phone (906) 786-5411
FAX (906) 786-4469

Business Office
Phone (906) 786-5412
FAX (906) 786-0106

Letter of Understanding
Between
Escanaba Education Association
And
Escanaba Area Board of Education

The parties agree that effective June 1, 2006, retirees can take their terminal leave to purchase service credit under Internal Revenue Code Section 414(h)(2). Payment will be made prior to the employee retiring. Any amount remaining will be paid out in three equal installments over a three-year period into an employer paid VALIC 403(b) Special Pay Plan. If the retiree has no purchase of service credit, then the terminal leave payment will be paid in three equal installments over a three-year period into an employer paid VALIC 403(b) Special Pay Plan. The VALIC 403(b) Special Pay Plan will be sponsored VALIC, INC. This agreement is being extended through June 30, 2007.

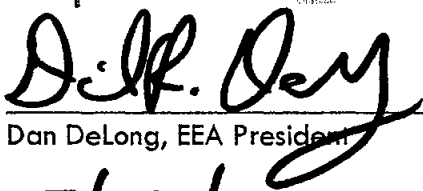
This letter of Understanding supersedes Article XI, Section A, paragraph 4 of the Master Agreement.



James DeGrand, EEA PN Chairman



Dr. Eric W. Knudsen, President
Escanaba Board of Education



Dan DeLong, EEA President

5/25/06
Date

June 19, 2006
Date

Equal Opportunity Employer

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

U.S. Department of Labor Program Highlights



Fact Sheet No. ESA 95-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

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

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

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

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

EMPLOYER COVERAGE

FMLA applies to all:

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

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

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

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

LEAVE ENTITLEMENT

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

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

(over)

"care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or

health care provider recognized by the employer or the employer's group health plan administrator.

MAINTENANCE OF HEALTH BENEFITS

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

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

JOB RESTORATION

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

other terms and conditions of employment.

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

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

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

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

NOTICE AND CERTIFICATION

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

(over)

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

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

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

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

- If FMLA leave is for birth and care or placement option or foster care, use of intermittent s subject to the employer's approval.

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

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

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

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

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

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

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

(continued on next page)

employers may also require employees to provide:

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

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

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

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

UNLAWFUL ACTS

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

CEMENT

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

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

OTHER PROVISIONS

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

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

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

FURTHER INFORMATION

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

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

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

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

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

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

This resolution shall have an effective date of _____, 199__.

REPORTING UNIT NAME: _____ (school district)

REPORTING UNIT NUMBER: _____

Approved by the Governing Board (school board)

DATE: _____

Secretary of the Governing Board (school board)

SIGNATURE _____ DATE: _____

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

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

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

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

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

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

REPORTING UNIT NAME (school district) _____ NUMBER _____

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

EMPLOYEE NAME _____

EMPLOYEE SOCIAL SECURITY NUMBER _____

EMPLOYEE SIGNATURE _____ DATE _____